



SANDY SPRINGS™
GEORGIA

INVITATION TO BID
20-063
WILDFLOWER PLANTING SERVICES BY HYDRO SEEDING

Questions Due
April 8, 2020, 5:00 p.m.

Bid Due:
April 16, 2020, 2:00 p.m.

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projects/view/25250>

Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Delores Hill, purchasing@sandyspringsga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/25250>. Questions are due **no later than April 8, 2020 5:00 p.m.** Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at <https://sandysprings.bonfirehub.com/projects/view/25250>. It is the Offeror's responsibility to check the Bonfire portal for any addendum or other communications related to this solicitation.
4. The form of contract ("Model Contract") the City intends to execute with the selected contractor is included for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. The City of Sandy Springs is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

TERMS & CONDITIONS

1. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
2. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
3. No bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
4. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
5. From the date this ITB is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of Delores Hill, Procurement Agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:
Delores Hill, Procurement Agent
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Email: purchasing@sandyspringsga.gov
6. While the City has every intention to make an award as a result of this solicitation, issuance of the ITB in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
 - a. Cancel or terminate this ITB at any time. A notice of cancellation will be issued. If the ITB is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
 - b. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
 - c. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
 - d. Make partial award or no award if it is in the best interest of the City to do so; and

- e. Terminate any contract if the City determines adequate funds are not available.

CONTRACT INFORMATION

The form of service agreement (“Model Contract”) the City intends to execute with the awarded Bidder is included in this ITB as an Exhibit. Bidders are urged to read this Model Contract carefully prior to submitting a Proposal.

In general the City is unable to negotiate or revise contract provisions. If an Bidder believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Bidder or the City, the Bidder must address these concerns in writing during the question and answer period. The Procurement Officer will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this ITB. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Bid should not be submitted.

The City may deem any Bid containing contract changes or exceptions as non-responsive and reject the ITB.

This ITB document, together with its addenda, amendments, attachments, modifications, Bidders’s Submittal, including any amendments, a “best and final offer,” and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this ITB. Questions received after this date and time may not be answered.

Prior to award, the apparent selected Bidder may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Bid may be rejected and discussions initiated with the next lowest Bidder.

The selected Bidder shall not begin performance of services requested by this ITB prior to the execution of a formal service agreement (based on the Model Contract) with the City. Any Contractor beginning performance prior to the execution of a service agreement shall be deemed to be proceeding at Contractor’s risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Bidder, terminate any resulting service agreement without cause, upon notice at least thirty (30) days’ prior to the effective date of termination.

SCOPE OF SERVICES

The scope of work for Roadside Beautification Planting Services **by hydroseeding** will include Wildflower Seed and herbicide application along interstate and state routes throughout the City of Sandy Springs. This includes weed and grass control, mowing, raking, lime applications, fertilizer applications, seeding, stake maintenance, litter and debris removal. Work under this RFP consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the services. The City estimates five (5) acres of wildflower planting biannually by means of hydroseeding on State Road 400 and Interstate 285.

Contractor must furnish equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor must make a good faith effort to furnish the City the fully operational equipment needed to perform Roadside Beautification Planting Services by hydroseeding at such time, and at such location(s) as per these specifications and/or as directed by the City. The Contractor will also be responsible for all traffic control in compliance with current MUTCD standards, licenses, and permits required to satisfy the duties required herein. The wildflower seed for each season will be provided by the City.

The Contractor shall be able to begin planting procedures within fifteen (15) calendar days of the effective date on the Notice to Proceed.

**City of Sandy Springs
Wildflower Seed Planting Services**

1. PROJECT SCOPE & REQUIREMENTS:

1.1 PROJECT SCOPE OF SERVICES:

1.1.1. GENERAL DESCRIPTION: The awarded contractor shall provide WILDFLOWER PLANTING SERVICES on right of way located within the City of Sandy Springs. The work will comply with all conditions and requirements found in these Specifications and in the State of Georgia Standard Specifications for Construction of Transportation Systems, 2013 Edition or latest edition, the Project Special Provisions, the Georgia Department of Transportation, Supplemental Specifications, Standard Drawings and Construction Details..

The Wildflower Seed Planting Services contractor shall provide the necessary equipment to include, but not limited to: personnel, supervision, and materials to perform Wildflower Seed Planting Services weed and grass control, raking, lime applications, fertilizer applications, seeding, stake maintenance, and litter and debris removal for approximately five (5) acres of wildflowers. Seeding will occur in the fall and spring.

The wildflower areas will be located on roadsides easily accessible for the equipment usage. Sites may be added or deleted as needed by the Engineer as long as the acreage bid on does not increase. There will be no additional compensation for sites which the Engineer relocates. Each wildflower area will be a minimum of one (1) acre.

The Contractor shall be able to begin planting procedures within fifteen (15) calendar days of the effective date on the Notice to Proceed.

1.1.2. DEFINITIONS: The following are definitions of terms referred to in this solicitation.

- A. No-till Wildflower Seeder: A seeder specifically designed to plant wildflower seeds with minimal to no soil disturbance.
- B. Hydro seeding: A seeder that spreads seed, fertilizer, and wood fiber mulch in the form of a slurry.
- C. OSHA: The Occupational Safety and Health Administration.
- D. GDOT: The Georgia Department of Transportation.
- E. Engineer: The Roadside Enhancement Manager is responsible for inspecting the Contractor's work and progress for quality and acceptance.
- F. Right-of-Way (R/W): The entire portion of a highway within the boundaries of access-control fences or access-control lines where no fence exists.
- G. Standard Specifications (Specifications): State of Georgia Standard Specifications for Construction of Transportation Systems, 2013 Edition or latest edition, the Project Special

Provisions, the Georgia Department of Transportation, Supplemental Specifications, Standard Drawings and Construction Details. <http://www.dot.ga.gov/PS/Business/Source>.

In some cases, sentences are written in the imperative mode where the implied subject of the sentence is the Contractor.

1.1.3. RELATED REFERENCES:

- A. The Georgia Department of Transportation Standard Specifications, latest edition.
- B. Manual on Uniform Traffic Control Devices (MUTCD) <http://mutcd.fhwa.dot.gov/>
Note: When there is an occurrence of conflicting requirements between Specification Section 150 and the MUTCD, the more stringent requirement shall control.

2. DOCUMENTATION:

In addition to the Bidder's monetary offer and requirements listed in the Mandatory Requirements of section 4.3. of Exhibit A, the following must be provided with bid response. Failure to submit requested information may be cause to reject the bid.

- A. Business License. Submit with the bid evidence of being in business for a minimum of three (3) years. Copies of current and previous two (2) year's business licenses will satisfy this requirement.
- B. Reference Form that shows at least three (3) companies that can verify three (3) years of experience and ability to perform the type of service outlined must be completed and submitted with bid response. Each reference must verify roadway work involving traffic control experience as contemplated by this Contract.
- C. Subcontractor Plan. Supplier shall include with bid response the completed form indicating any service or repair work specifically mentioned in these specifications that will be or could be subcontracted
- D. Proof of WTCS certification (worksite traffic control supervisor)
- E. PERSONNEL: Submit a copy of the Category 27 certified pesticide applicator's name, their license number, and a copy of the Supervisor's name. Submit the on-site Supervisor's cellular phone number. The Supervisor shall have a working cellular telephone with messaging or call waiting capability during the term of this Contract.
- F. EQUIPMENT: Complete list of equipment to be used during the term of this agreement. Equipment must be able to meet requirements described below in section 4.2. The City reserves the right to inspect the Offeror's equipment prior to contract award.

3. MATERIALS:

All materials are subject to independent laboratory testing by the City prior to being used on the job. The Engineer may omit a material from the seeding process. All materials shall meet the requirements of the following:

WILDFLOWER SEED: The City will supply all wildflower seed to the Contractor.

HERBICIDES: All herbicides shall be approved by the City prior to their use. Follow all guidelines on the herbicide label in the handling, storage, use, and container disposal.

A. Non-Selective: Use a non-selective herbicide product to eradicate all weeds and grasses in wildflower areas prior to seeding. The herbicide shall be a liquid concentrate containing forty-one (41) percent of the active ingredient Glyphosate with a minimum of 14.5% surfactant. An equal product may be used upon approval of the Engineer.

B. Pre-Emergent: Use a pre-emergent herbicide product to control the emergence of undesirable weeds and grasses in wildflower areas. The herbicide shall be a liquid concentrate containing 40.4% of the active ingredient Oryzalin. An equal product may be used upon approval of the Engineer.

C. Selective: Use a selective herbicide product to control undesirable grasses in wildflower areas. The herbicide shall be a liquid concentrate containing thirteen (13) percent of the active ingredient Sethoxydim with an oil base surfactant. Apply the product at the recommended labeled rates. An equal product that is labeled for use in Wildflowers may be used upon approval of the Engineer.

FERTILIZER: Fertilizer shall be either a granular mix, which has been ammoniated from cured stock or a blended mix. Use a fertilizer that falls within the following limits: Nitrogen 3-5%, Phosphorus 10-15%, and Potassium 10-15%. Provide an original Guaranteed Analysis Statement as issued by the manufacturer. Fertilizer shall be uniform in composition, free of clumps. Store and use fertilizer directly from its original labeled package as provided by the manufacturer. All fertilizer and labels shall be in compliance with all applicable State and Federal regulations, and this contract.

TOPSOIL: Use topsoil that is obtained from well-drained, arable land, but not from fields where tobacco grew in the last three (3) years, or where Johnson Grass or Kudzu is present. It shall be reasonably free from subsoil, heavy or stiff clay, coarse sand and other deleterious substances, have no toxic amounts of acid or alkaline elements, and be capable of sustaining healthy plant life. Refer to GDOT Special Provisions 893.2.01 Plant Topsoil for complete requirements.

PELLETIZED LIME: Lime shall be a Dolomitic pelletized lime with a minimum guaranteed analysis of 24% Calcium, 6% Magnesium, 30% Calcium Oxide, and 15% Magnesium Oxide. Screening size before pelletizing shall be not less than 100% passing 8 mesh sieve with not more than 0% retained and not less than 40% passing 100 mesh sieve with not more than 60% retained. Provide an original Guaranteed Analysis Statement as issued by the manufacturer. Store and use lime directly from its original labeled package as provided by the manufacturer.

DELIVERY, STORAGE, AND HANDLING: Delivery, storage, and handling of all materials in accordance with label specifications shall be the Contractor's responsibility. Delivery of materials to the work site shall be by the Contractor only. Storage of materials shall not be on the right of way or at any GDOT facility. Properly dispose of all packaging, litter, and unused materials in accordance with all local, State, and Federal laws.

MATERIALS LIST: Prior to beginning work, provide a Materials List, for review and approval by the City, showing pelletized lime, fertilizer, and herbicides that are to be used. Include the product name, manufacturer, intended use, and intended rate of application. Include the manufacturer's product analysis labels. Any product revisions during the Contract must be submitted in writing and approved prior to any application.

4. PLANTING REQUIREMENTS:

4.1. PERSONNEL:

A. **Supervisor:** Provide an English-speaking on-site Supervisor for each crew working during the Contract. Each on-site Supervisor shall have an operating cellular telephone on them during City work hours for the length of the Contract.

B. **Crew:** Provide the manpower to operate the required equipment and vehicles and to accomplish all tasks within time frames stipulated in the Contract. A crew member shall:

1. Possess a valid driver's license by the state in which they reside if they are designated to operate a motor vehicle.
2. Have a licensed Category 27 commercial pesticide applicator on-site when applying herbicides. Apply herbicides wearing the proper protective attire as required under label recommendations and abide all applicable OSHA specifications.
3. At a minimum, wear long pants, a shirt with sleeves and safety shoes. Outfit all personnel with the required personal protective wear, such as gloves, goggles, safety vest, and hard hat.
4. Wear a safety vest at all times when on duty outside of any vehicle. Safety vests shall conform to MUTCD and GDOT current standards. Training personnel to safely and efficiently operate equipment, work on the right of way, and follow the Contract requirements is the responsibility of the Contractor.
5. Have the knowledge of how, and ability to, calibrate their approved seeder.

4.2. EQUIPMENT:

All equipment is subject to inspection and approval by the City prior to beginning work. Equipment not meeting the requirements listed in this section shall not be used. Securing all equipment and materials on a vehicle is the responsibility of the Contractor. Supply enough equipment to meet all schedule requirements in the Contract.

A. **TRACTOR:** Provide tractor(s) equipped with a power take-off (PTO) and a three point hitch attachment. All tractors shall be capable of handling and/or pulling a commercial grade rotary-tiller, a no-till wildflower seeder, a broadcast spreader, a rake attachment, and a minimum five (5) foot commercial type mower.

B. **ROTARY-TILLER:** Provide a six (6) foot width commercial grade rotary tiller capable of being operated by the tractors power take-off (PTO).

C. NO-TILL WILDFLOWER SEEDER: Provide commercial grade no-till wildflower seeder(s) (Tye Wildflower Seeder or equal no-till seeder specifically designed by the manufacturer to plant wildflower seeds) attached to the tractor by a floating three point hitch. The seeder shall have individual pre-loaded coulter springs to maintain positive cutting pressure. The coulter blades shall create a seed track smaller than $\frac{3}{4}$ ". The seeder shall be capable of planting wildflower seed to a $\frac{1}{4}$ inch depth. The seeder shall be no greater than seven (7) feet wide. The seeder shall have a minimum of two grain boxes. One grain box shall have an agitator to evenly distribute seeds of different size and/or fluffy seeds.

D. SPREADER: Provide broadcast spreader(s) for applying pelletized limestone and granular fertilizer. All spreaders shall be capable of handling a minimum two hundred, fifty (250) lb material capacity and capable of spreading a swath six (6) to thirty (30) feet wide.

E. MOWER: Provide mower(s) or mowing attachment(s) with a minimum cutting width of five (5) feet. It shall be capable of cutting ground cover vegetation during preparation of wildflower areas to a height of not more than one (1) inch. It shall be capable of cutting the perimeters of wildflower areas to a height of not more than four (4) inches.

F. RAKE ATTACHMENT: Provide rake attachment(s) for removing grass clippings from the planting areas.

G. HERBICIDE APPLICATION UNITS: Provide tractor or truck mounted spray units that do not exceed two hundred (200) gallon capacity and/or backpack spray units.

4.3. PREPARATION:

A. SEASONAL LIMITATIONS FOR SEEDING:

1. FALL PLANTING: Herbicide application, mowing, raking, rotary tilling, seeding, and lime application of wildflower areas shall be performed between September 1 and December 20 of the same year. See Schedule for project specific dates.

2. SPRING PLANTING: Herbicide application, mowing, raking, rotary tilling, seeding, and lime application of wildflower areas shall be performed between March 1 and July 15 of the same year. See Schedule for project specific dates.

B. PLANTING LIMITS: Before ground preparation, the Engineer will stake the planting limits. The Contractor shall be advised of a wildflower area's size prior to commencing work on any wildflower area. All wildflower areas shall be located a minimum of fifteen (15) feet from the edge of the pavement on the designated route.

C. SOIL TEST: Before ground preparation, the contractor will have a soil test analysis performed that is representative of the wildflower areas in that District. The soil analysis will be available at the pre-construction meeting. Review the analysis and adjust lime quantities for that District's wildflower areas accordingly. All necessary operating expenses associated with obtaining soil analyses shall be included in the per acre rate for wildflower seeding services, Sub-section 701.5.03.

D. LIMITATIONS OF OPERATIONS: Notify the Engineer forty-eight (48) hours prior to commencement of work. Work on Monday through Friday during daylight hours. Work shall not occur on Saturdays, Sundays, or on State holidays.

1. All work shall be performed Monday through Friday from 9 AM to 3 PM.
2. No work shall occur during periods of heavy fog, rain, or other adverse weather conditions, which create hazardous driving conditions and/or would diminish the effectiveness of the operation. The City reserves the right to vary starting times and number of work hours on any given day due to high traffic volumes, SMOG alerts, weather, accidents, or special events.

E. TRAFFIC CONTROL: Supply, transport, and install all required traffic control devices in accordance with the Georgia Department of Transportation's Work Zone Traffic Control Details and the Manual of Uniform Traffic Control Devices, both as revised.

1. Prior to commencing work, all signs shall be placed at the assigned job site and removed at the end of each scheduled workday or when work is completed.
2. Off-loading equipment shall be in the right of way areas off pavement. If any equipment, supplies, or personnel cannot be off-loaded in grassed areas, contact the Engineer for specific off-loading instructions.
3. Park equipment a minimum of thirty (30) feet from the edge of pavement behind guardrail or in other protected areas where such areas exist. Parked equipment on the right of way shall not exceed more than three (3) working days in the same location. Equipment on the right of way is the responsibility of the Contractor.
4. There will be no reduction in the total number of available traffic lanes.
5. Notify the Engineer, in writing, of any accident that involves the Contractor.
6. Signs must be of rigid, one-piece construction covered with suitable sheeting and legend (engineering grade). Roll-up type signs will not be allowed. At a minimum, provide the following traffic control devices:
 - a. Four W20-1 "ROAD WORK AHEAD" signs. (36" x 48" Standard)
 - b. Four W21-5A "RIGHT SHOULDER CLOSED" signs with "LEFT" overlays. (48" x 48")
 - c. Four G20-2a "END OF WORK" signs. (36" x 48" Standard)
 - d. Twelve Windmaster sign stands or sign stand of comparable design.
 - e. Twenty-four 24 x 24 orange flags with poles.
 - f. Twenty-eight 36" orange cones.

4.4. PLANTING OPERATION:

See Sub-section 701.7 Wildflower Service Schedule for Planting time frames and limitations. Notify Engineer a minimum of twenty-four (24) hours prior to beginning a planting task.

A. NON-SELECTIVE HERBICIDE APPLICATION: Application of an herbicide may be requested by the Engineer, prior to mowing, if he/she determines there is enough time in the planting schedule and if weather conditions are favorable. If requested:

1. Remove all litter and debris within three days of herbicide application.
2. Apply one application of herbicide to eradicate weeds and grasses in the wildflower area(s). (See Herbicide requirements)

3. Apply the herbicide at a rate of one (1) gallon in a minimum of twenty-five (25) gallons of water per acre.
 4. Wait a minimum of fourteen (14) days from the date herbicide was applied to continue planting. During the fourteen (14) day waiting period, the Engineer may request an additional application or spot treatment if any vegetation within the area has not been eradicated.
- B. LIME: Apply pelletized lime, within two days after mowing, if the Engineer determines the need. If required, uniformly spread the pelletized lime to the surface at a rate of one thousand (1000) pounds per acre. Use a broadcast type spreader to perform this operation. If the ph is 6.0 or higher, no lime is required (see Sub-Section 701.3.03.C).
- C. MOWING: Remove all litter and debris within three days prior to mowing. Mow each wildflower area to a height not to exceed 1 inch. (If a non-selective herbicide was applied, mow the wildflower area after the fourteen (14) day waiting period and upon approval of the Engineer.) Mow a minimum five (5) foot width around each wildflower area to a height of three (3) to four (4) inches.
- D. RAKING: Remove all clippings discharged from mowers on the same day that an area is mowed. Dispose of all clippings off of the GDOT right of way.
- E. TOPSOIL: If the Engineer determines the need, evenly broadcast topsoil throughout wildflower area at a depth of approximately one-fourth (1/4) inches just prior to wildflower seeding with drill seeder.
- F. WILDFLOWER SEEDING: Seeding shall occur within two (2) days after lime application or within two (2) days after mowing if a lime application is not required. Seeding shall not begin until mowing, raking, rotary tilling, and lime application, have been accepted by the Engineer. The Contractor shall:
1. Plant seeds using a commercial grade no-till wildflower seeder with seeds supplied by the City.
 2. Plant seeds a maximum ¼ inch below the surface of the soil. Based on the size and shape of the seed and/or seed mixes, the Contractor may be required to thoroughly blend the seed in order to effectively distribute and promote its uniform application to the prepared area's surface.
 3. Plant fifty (50) percent of the prescribed seed longitudinally in the prepared area and plant the remaining seed perpendicular to this direction. Taper the final fifty (50) feet of the bed to create a more natural appearance. Complete all seeding as per the attached Schedule.
- H. FERTILIZER MIXED GRADE:
1. FALL: Apply fertilizer between February 10 and February 28 for fall planting(s). Spread the fertilizer uniformly over the surface of the wildflower area using a broadcast-type spreader at the rate of no more than four hundred (400) pounds per acre.
 2. SPRING/SUMMER: Apply fertilizer at the time of seeding for spring/summer plantings. Spread the fertilizer uniformly over the surface of the wildflower area using a broadcast type spreader at the rate of no more than two hundred (200) pounds per acre.

I. **SELECTIVE HERBICIDE APPLICATION:** Application of an herbicide may be requested by the Engineer, during the Spring or Summer, if he/she determines that herbicide applications are needed to reduce grass competition. If requested:

1. Remove all litter and debris within three days prior to herbicide application.
2. Apply the first application of herbicide to control grasses. (See Herbicide requirements in Sub-section 701.2.02.B)
3. Apply a second application of herbicide ten (10) to fourteen (14) days after the first application.
4. Use equipment that is capable of applying the herbicide without driving or traveling through the wildflower area.

J. **STAKE MAINTENANCE:** Maintain all wildflower area identification stakes in an erect and visible position during the project.

K. **FALL MOWING:** At the discretion of the Engineer, a final mowing may be requested after all seed heads have bloomed out. Remove all litter and debris within three days prior to mowing. Mow each wildflower area to a height not to exceed six (6) inches.

L. **PERIMETER MOWING:** At the discretion of the Engineer, perimeter mowing of fifteen (15) feet around the edge of the wildflower areas may be requested to maintain visibility of the wildflowers.

5. QUALITY ACCEPTANCE:

Review of wildflower areas for quality and acceptance during the planting phase, shall be by the Engineer. Decisions, by the Engineer, when evaluating completed work shall be final. Incomplete tasks shall result in non-payment until the task is completed and accepted by the Engineer. Beginning a task before notifying the Engineer may result in non-payment. Any deficiencies noted by the Engineer, shall be corrected within twenty-four (24) hours. Non-refundable deductions will be assessed in accordance with this Contract for deficiencies not corrected within twenty-four (24) hours after notification.

6. MEASUREMENT:

HERBICIDE: The number of acres completed in accordance with this contract and accepted by the Engineer. It shall be measured to the nearest tenth of an acre, with a minimum of one (1) acre per site. All specified equipment, materials, labor, traffic control, litter removal, and necessary operating expenses shall be included in the per acre rate.

TOPSOIL: Topsoil will be paid for by the cubic yard. All specified equipment, materials, labor, traffic control, litter removal, topsoil application, and necessary operation expenses shall be included in the per pound rate.

WILDFLOWER SEEDING: The number of acres completed in accordance with this contract and accepted by the Engineer. It shall be measured to the nearest tenth of an acre. All specified

equipment, labor, traffic control, litter removal, mowing, raking, lime application, rotary tilling, seeding, and necessary operating expenses shall be included in the per acre rate.

MIXED GRADE FERTILIZER: Mixed grade fertilizer will be paid for by the pound. All specified equipment, materials, labor, traffic control, litter removal, fertilizer application, and necessary operating expenses shall be included in the per pound rate.

PELLETIZED LIME: Pelletized lime will be paid for by the pound. All specified equipment, materials, labor, traffic control, litter removal, lime application, and necessary operating expenses shall be included in the per pound rate.

7. PAYMENT:

Wildflower Seeding Services will be paid as follows:

HERBICIDE: Will be paid for at the Contract Price per acre, which payment will be full compensation for furnishing and applying the material.

TOPSOIL: Will be paid for at the Contract Price per cubic yard, which payment will be full compensation for furnishing and applying the material.

WILDFLOWER SEEDING: Will be paid for at the Contract Price per acre, which payment will be full compensation for performing the service.

MIXED GRADE FERTILIZER: Will be paid for at the Contract Price per pound, which payment shall be full compensation for furnishing and applying the material.

PELLETIZED LIME: Will be paid for at the Contract Price per pound, which payment shall be full compensation for furnishing and applying the material.

Payment will be made under:

Item No. 701.5.01 - Herbicide.....per Acre
Item No. 701.5.02 - Topsoil..... per Cubic Yard
Item No. 701.5.03 - Wildflower Seeding.....per Acre
Item No. 701.5.04 - Mixed Grade Fertilizer.....per Pound
Item No. 701.5.05 - Pelletized Lime.....per Pound

8. WILDFLOWER SERVICE SCHEDULE

PLANTING SCHEDULE: Prior to beginning work, the Supplier must submit to the City for approval, two (2) copies of the proposed work schedule setting out in detail an incremental plan, personnel, and equipment for performing the work within the time frames set forth in Preparations and Planting

Operations. The submitted work schedule shall be reviewed by the Engineer and once approved, shall serve as a guide to the Contractor’s progress of work and performance. The proposed schedule must meet the minimum Fall Planting and Spring/Summer frequency stated below:

8.1. FALL PLANTING FOR CITY OF SANDY SPRINGS: Minimum frequency of each task per month

| 1. | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------------------------|-----|-----|------|------|------|------|------|------|------|-----|-----|-----|
| Non-Selective Herbicide | | | | | | | | | F-1 | F-1 | F-1 | |
| Mowing Operations | | | | | | | | | F-2 | F-2 | F-2 | F-2 |
| Lime Application | | | | | | | | | F-3 | F-3 | F-3 | F-3 |
| Rotary Tilling | | | | | | | | | | | | |
| Topsoil Application | | | | | | | | | F-5 | F-5 | F-5 | F-5 |
| Fertilizer Application | | F-6 | | | | | | | | | | |
| Fall Seeding | | | | | | | | | F-7 | F-7 | F-7 | F-7 |
| Selective Herbicide | | | F-8 | F-8 | F-8 | | | | | | | |
| Fall Mowing | | | | | | | | | F-9 | F-9 | F-9 | |
| Perimeter Mowing | | | F-10 | | | |

NOTES: Litter and debris shall be removed prior to each task.

F-1: If requested, a non-selective herbicide shall be applied a minimum of fourteen (14) days prior to mowing operations.

F-2: Mow wildflower areas prior to liming (by others)

F-3: Lime application, if requested, shall occur within two (2) days after mowing.

F-4: If requested, the wildflower area shall be rotary tilled the same day of lime application (by others).

F-5: If requested apply topsoil.

F-6: Fertilizer application shall occur in February for areas seeded in the Fall.

F-7: Fall seeding shall occur within two (2) days after lime application, between October 1 and December 20.

F-8: If requested, two applications of a selective herbicide shall be applied within 10-14 days of each other. The applications shall occur between April 15 and May 30.

F-9: A final mowing may be requested after all seed heads have bloomed out (by others).

F-10 Perimeter mowing(s) may be requested to increase visibility of the wildflower sites (by others).

8.2. SPRING/SUMMER PLANTING FOR ALL DISTRICTS: Minimum frequency of each task per month

| 2. | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Non-Selective Herbicide | | | S-1 | S-1 | S-1 | S-1 | S-1 | | | | | |
| Mowing Operations | | | S-2 | S-2 | S-2 | S-2 | S-2 | | | | | |
| Lime Application | | | S-3 | S-3 | S-3 | S-3 | S-3 | | | | | |
| Rotary Tilling | | | | | | | | | | | | |
| Topsoil Application | | | S-5 | S-5 | S-5 | S-5 | S-5 | | | | | |
| Fertilizer Application | | | S-5 | S-5 | S-5 | S-5 | S-5 | | | | | |
| Spring/Summer Seeding | | | S-6 | S-6 | S-6 | S-6 | S-6 | | | | | |
| Selective Herbicide | | | | S-7 | S-7 | S-7 | S-7 | S-7 | | | | |
| Fall Mowing | | | | | | | | | S-8 | S-8 | S-8 | |
| Perimeter Mowing | | | | S-9 | S-9 | S-9 | S-9 | S-9 | S-9 | | | |

NOTES: Litter and debris shall be removed prior to each task.

S-1: If requested, a non-selective herbicide shall be applied a minimum of fourteen (14) days prior to mowing operations.

S-2: Mow wildflower areas (by others) prior to liming.

S-3: Lime application, if requested, shall occur within two (2) days after mowing (by others).

S-4: If requested, the wildflower area shall be rotary tilled the same day of lime application (by others.)

S-5: If requested apply topsoil.

S-5: Fertilizer application shall occur at the time of seeding.

S-6: Spring/summer seeding shall occur within two (2) days after lime application.

S-7: If requested, two applications of a selective herbicide shall be applied within 10-14 days of each other.

S-8 A final mowing may be requested after all seed heads have bloomed out (by others).

S-9 Perimeter mowing(s) may be requested to increase visibility of the wildflower sites (by others).

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form
City Qualification Signature and Certification Form
Reference Form
Bid Schedule
Bid Price Certification
Everify Affidavit under O.C.G.A. 13-10-91(b)(1)
Addenda Acknowledgment
Subcontractor List

Upon award of contract the following items shall also be submitted:

Certification of Sponsor Drug Free Workplace
Georgia Security Immigration Compliance Act Affidavit
Certificate of Insurance
Notice to Contractors Compliance with Electrical Safety Provisions
Affidavit verifying Status for City Public Benefit Application
Corporate Certificate

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

In compliance with your Invitation To Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

ITB #20-063 WILDFLOWER PLANTING SERVICES BY HYDRO SEEDING

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard *Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment. Complete all Work within **timeframes listed in Specification Section 4.3-A.**

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date Received |
|--------------|---------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:
Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

**QUALIFICATIONS SIGNATURE AND CERTIFICATION (Bidder
to sign and return)**

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Email Address _____

Print/Type Company Name Here _____

**REQUEST FOR REFERENCES
INVITATION TO BID #20-063
WILDFLOWER PLANTING SERVICES BY HYDRO SEEDING**

All references must be from customers for whom YOUR company has provided projects completed in the **last five years of similar scope and services** as the specifications of Invitation to Bid #20- 063 Wildflower Planting services By Hydro Seeding

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

BID SCHEDULE

WILDFLOWER SEEDING BY HYDROSEEDING

| ITEM CODE | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | COST |
|-----------|--|-----|------|------------|------|
| 701-0010 | WILDFLOWER SEEDING BY HYDROSEEDING | 5 | AC | | |
| | TOTAL BID PRICE FOR HYDROSEEDING: | | | | |
| | | | | | |
| | | | | | |
| | ADDITIONAL ITEMS TO BE USED AS NEEDED | | | | |
| | | | | | |
| 701-0016 | PELLETIZED LIME | 1 | LB | | |
| 701-0020 | FERTILIZER MIXED GRADE | 1 | LB | | |
| 701-0040 | HERBICIDE | 1 | AC | | |
| 708-1000 | PLANT TOPSOIL | 1 | CY | | |
| | | | | | |
| | TOTAL BID PRICE FOR ADDITIONAL ITEMS: | | | | |

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

EVERIFY AFFIDAVIT

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____

NOTARY PUBLIC
My Commission Expires: _____

**SUBCONTRACTORS
LIST OF SUBCONTRACTORS**

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:

Company Name: _____

1. SECTION 10: ATTACHMENTS

ATTACHMENT A

Sample Model Contract



SANDY SPRINGS™
GEORGIA

AGREEMENT

This Agreement (“Agreement”) is made as of execution date by the City and between _____ (“Contractor”), located at _____ and the City of Sandy Springs, Georgia (“Sandy Springs”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of conducting and delivering Planting Services **by hydro seeding** will include Wildflower Seed and herbicide application along interstate and state routes throughout the City of Sandy Springs.; and

WHEREAS, Sandy Springs has a need to acquire Wildflower Planting by hydro seeding described in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A (“Services”); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

2. **Services.**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services and/or Contractor Proposal attached hereto as Exhibit A and incorporated herein by this reference (“Project”). Contractor agrees to perform the Services at the direction of the project manager or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

3. **Compensation.**

a. **Fee.** As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment.** Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

4. **Relationship of Parties.**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term.**

This Agreement shall become effective as of the date of execution date. The term of this Contract shall be for five (5) performance years, with one (1) base year and four (4) one-year renewal options contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Contract shall terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.
- d. This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws In the Service Agreement.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as in necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in the Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964, attached hereto as Exhibit H and incorporated herein.

8. Conflicts of Interest.

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Proprietary Information; Non-Solicitation.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. Insurance and Indemnification.

Contractor shall indemnify the City, its officers, agents, servants and employees from and against any and all liability for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the Performance of the Agreement.

11. **Non-Discrimination.**

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

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

12. **Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

Andrea Surratt, City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copy to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

With copy to:

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this Agreement.

15. **Waiver of Breach.**

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

16. **Disputes.**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

17. **Severability.**

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

18. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. **Heading.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References.**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments,

including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification.**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, trademark and patent indemnification shall survive the termination, cancellation or expiration of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

5. CITY OF SANDY SPRINGS, GEORGIA

By: _____
Andrea Surratt, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
City Attorney

CONTRACTOR NAME

By: _____
Name: _____
Title: _____

Date of Execution

ATTEST:

By: _____
Secretary

(SEAL)

Witness

EXHIBITS

- EXHIBIT A** Scope of Services and/or Contractor Proposal
- EXHIBIT B** Cost Proposal
- EXHIBIT C** Certification of Contractor – Georgia Security and Immigration Compliance Act
- EXHIBIT D** Certification of Sponsor Drug-Free Workplace
- EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F** Contractor Affidavit under O.C.G.A § 13-10-91(b) (1)
- EXHIBIT G** Insurance Requirements
- EXHIBIT H** Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A

SCOPE OF SERVICES AND/OR CONTRACTOR PROPOSAL

EXHIBIT B
COST PROPOSAL

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees;
and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

_____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

_____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

_____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____, and I further certify 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 Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) 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 Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed _____ Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement

as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

EXHIBIT H

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such

action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.