

REQUEST FOR QUOTATIONS CONSTRUCTION PROJECTS
\$5,000 - \$24,999

DATE: December 22, 2011
TO: All Contractors
FROM: FCS Capital Program Contracts
RE: **Request for Written Quotation (RFWQ), 504-12 Milton HS – Landscaping**

The Fulton County Schools invites you to submit a Quotation for furnishing any or all items as listed on the attached forms.

This is a Request for Written Quotation (RFWQ), this is a request for pricing for the services being requested in accordance with Fulton County Schools purchasing procedures DJE. Acceptance of this offer will be made by Fulton County Schools by issuance of a purchase order.

Written Quotations will be received subject to the attached terms specified in "Quotation Conditions", by the FCS Capital Program Contracts, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **Quotations will be received up to 2:30 p.m. local time (as per the FCS Capital Program Contracts time clock) on Tuesday, January 10, 2012. Written quotations WILL NOT be opened publicly."**

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CAPITAL PROGRAM CONTRACTS

TABLE OF CONTENTS

FOR

REQUEST FOR WRITTEN QUOTATION NO. 504-12

<u>TITLE</u>	<u>PAGE NO.</u>
TABLE OF CONTENTS	2
QUOTATION CONDITIONS	3
SPECIFICATIONS	14
QUOTATION SCHEDULE	16
ACKNOWLEDGMENT	18
APPENDIX I – IMMIGRATION & SECURITY FORMS	19
ATTACHMENT A	28

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CAPITAL PROGRAM CONTRACTS

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

1. INTRODUCTION

- a. To be entitled to consideration, written quotations shall be prepared in accordance with the following instructions and must be received in duplicate in the office of the FCS Manager of Capital Program Contracts, 5270 Northfield Boulevard, College Park, Georgia 30349, not later than the date and time set forth in the “Request for Written Quotation”.
- b. Quotations received after the date and time specified will not be considered.
- c. The Owner reserves the right to reject any or all quotations. The judgment of FCS on such matters shall be final.

2. OWNER

The owner for whom work will be executed is:

Fulton County Schools, Georgia hereinafter “FCS”

3. QUOTATIONS

- a. All Quotations shall be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. Corrections shall be initialed in ink by the person signing the quotation.
- b. Specifications used are intended to be open and non-restrictive. Contractors are invited to inform the FCS Capital Program Contracts whenever specifications or procedures appear not to be fair and open.
- c. By submitting a quotation, the contractor warrants that services supplied to the FCS meet or exceed specifications set forth in this solicitation, except as may be otherwise noted in contractor’s exceptions.
- d. All supplies, materials, and equipment provided to FCS must be new and in first-class condition unless the solicitation specifically allows for used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products must be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. Delivering any such equipment to FCS will be deemed to have breached its requirement of the quotation, and appropriate action will be taken by the FCS Capital Program Contracts.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

- e. A responsive contractor shall submit with his quotation, in the space provided on the solicitation for quotation schedule, alternate proposals stating the additions to, or deductions from, the base quotations lump sum amount for substituting, omitting, adding, changing or altering materials, equipment, or construction from that shown within the documents. Include the alternate price, the cost of all work, including modification of other related items, overhead and profit.
- f. Time of delivery is a part of the solicitation and an element of the purchase order that is to be awarded. If the contractor cannot meet the required delivery date, a quotation should not be submitted. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract could result in the contractor being declared in default.
- g. The Quotation shall be signed by an authorized officer of the company.
- h. Telephone or fax quotations in lieu of this form will not be accepted.

4. FAILURE TO SUBMIT A QUOTATION

If a quotation is not submitted, the solicitation is to be returned marked “No Quotation”. Failure to provide a quotation or “No Quotation” may result in the company being removed from the FCS mailing list.

5. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in quotation. However, in the event taxes are required by state or federal law for the services or products outlined in this quotation, such taxes shall be the sole responsibility of the person or firm unless otherwise stated in writing and agreed to by FCS.

6. CHARGES AND EXTRAS

Quotations are to be firm net prices, F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost.

7. SOLICITATION QUESTIONS

If a contractor contemplates quoting and is in doubt as to the meaning of any part of these documents, he may request an interpretation. This shall be submitted via email to Doug.armstrong@parsons.com or faxed to (404) 305-2167.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

8. AMENDMENT

Oral interpretations will not be made as to the meaning of any part of the solicitation documents. Interpretations will be made by written amendment only. FCS will not be responsible for any other interpretations or explanations.

9. QUOTATION SCHEDULE

Quotation prices and all related correspondence shall be submitted on the Sealed Quotation Schedule furnished by the Fulton County Schools Capital Program Contracts. Extra copies of the solicitation documents are available from the FCS Capital Program Contracts.

Quotations shall be submitted in a sealed envelope addressed to the FCS Capital Program Contracts, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349, plainly marked as a quotation (nomenclature, date and time of Quotation submission, and the solicitation number to be on quotation envelope submitted) for the work as set forth in the Request for Written Quotation.

Contractors shall quote on all alternates shown on the quotation schedule. The acceptance of any or all alternates will be at the sole discretion of FCS with no reference to numerical sequence.

10. EXAMINATION OF SOLICITATION DOCUMENTS

Contractors are notified that they must thoroughly examine the solicitation documents which may include: Cover Sheet, Table of Contents, Quotation Conditions, Specifications, Quotation Schedule, Drawings, and Technical Specifications, together with any and all amendments thereto issued prior to the receipt of the solicitation.

11. COMPLIANCE WITH LAWS

All property or services furnished shall comply with all applicable Federal, State and Local laws, codes and regulations.

12. PROTESTS

Protests dealing with the specifications or the solicitation shall be filed not later than three (3) working days prior to quotation submission. Other protests shall be filed not later than three (3) working days after quotations are submitted, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the FCS Capital Program Contracts. Protests which are not filed in a timely manner, as set forth above will not be considered.

QUOTATION CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF QUOTATIONS

13. PURCHASING POLICY

The FCS Purchasing Policy and Purchasing Procedures are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By acceptance of this solicitation a contractor, potential contractor, or contractor agrees to be bound by the FCS Purchasing Policy and Purchasing Procedures in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

14. Hold Harmless Agreement

The Contractor shall Hold Harmless the Fulton County Schools from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

1. QUALIFICATIONS

Contractors may be required by the Owner, before Contract Award, to document that they are “responsible” contractors to the complete satisfaction of the Owner. They may thus be required to show that they have the necessary facilities, technical ability and financial resources to execute the work in a satisfactory manner and within the time specified; that they have had experience in work of a similar nature; and that they have past history and references which will verify their qualifications for executing the work. FCS shall have the absolute right to determine contractor responsibility and responsiveness to this solicitation.

2. CONTRACT AWARD

The contract notification letter or establishing purchase order prepared by the Fulton County Schools, or otherwise furnished to the successful contractor within the time for acceptance specified, results in a binding contract (which includes the solicitation and the contractor quotation) without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

3. TIE QUOTATION

In the procurement of construction services by FCS, prices and quality being equal, the tie will be resolved by a coin toss in a public forum.

4. REJECTION OF A QUOTATION

- a. Failure to observe these instructions and conditions will constitute grounds for rejection of a quotation or removal from the list of contractors.
- b. Quotations will be rejected if:
 - 1.) The acceptance period for this solicitation is LESS than 30 days.
 - 2.) The contractor fails to submit requested samples within the time specified by FCS.
 - 3.) The Quotation contains a minimum dollar value (unless called for in the solicitation).
 - 4.) The Quotation contains a prepayment and/or progress payment requirement (unless called for in the solicitation).
 - 5.) The Quotation contains provisions for late charges whether designated as interest charges or otherwise.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

- 6.) The Quotation fails to include all appropriate elements of all addenda issued to the solicitation.
- 7.) The Quotation contains terms and conditions which are in conflict with the solicitation or FCS procedures, or that otherwise may be construed as qualifying the Quotation.
- 8.) The Quotation does not meet the terms and conditions of the solicitation or imposes terms and conditions not acceptable to FCS.

5. DISCOUNTS

Award will be made on the basis of the net unit price or the net price. When submitting quotations, all discounts (any discounts, cash discounts, quantity discounts, combination of item discounts, all item discounts or any other form or combination of item discounts), shall be calculated by the contractor and reduced to a net unit price or, when requested, to an all item net price. Discounts offered in any other form or time limit will not be considered in making the award.

6. AWARD

- a. The award of the contract shall be made to the lowest responsive and responsible contractor complying with all applicable requirements.
- b. Unless the solicitation gives notice of an all-or-none award, FCS may accept any item or group of items of any quotation, whichever is in the best interest of FCS.
- c. Contractors agree that their quotations are subject to acceptance at any time within 30 days after submitting, unless otherwise stipulated in the solicitation.
- d. FCS may accept or reject any or all quotations or parts of quotations and may waive informalities, technicalities and irregularities. The judgment of FCS on such matters shall be final.
- e. The solicitation (including all amendments), quotation, and contract notification letter or establishing purchase order, attachments (either attached there or by reference), shall constitute the entire binding contract on the terms set forth therein, and such contract is to be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.
- f. All correspondence, including Notices of Awards and Purchase Orders, will be sent to the address appearing on the contractor's quotation.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

7. ADDITIONAL TERMS

FCS shall not be bound by any terms and conditions included in any contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or contract.

8. REVISION OR WITHDRAWAL OF A QUOTATIONS

A Quotation may be revised or withdrawn by the contractor prior to the Quotation submission date and hour with the permission of the FCS Capital Program Contracts. Generally, withdrawal will only be allowed in cases where there has been an honest mistake made in preparing the quotation not resulting from negligence and the mistake is clearly ascertainable.

9. FUNDS

Award will be made at the option of the Owner, to the lowest responsive and responsible contractor or contractor meeting specifications within appropriated funds available. If the "base" quotation exceeds funds available, award will be made to the responsive and responsible contractor, whose base quotation, when reduced by deductive alternates as shown in the solicitation, is in concert with funds appropriated for the project.

10. QUOTATION ALTERNATES

If alternates are to be included, they shall be used as follows:

- a. Deductive alternates may be used to reduce the base quotation; however, they shall be prioritized and exercised in numerical sequence as used in the quotation documents. Hence, the most important work must be omitted last.
- b. Additive alternates shall not be used to determine the low quotation. Low quotation shall be determined on the base quotation less any deductive alternates. Additive alternates may be exercised by the Owner in any priority order and are to be considered only after the low quotation has been declared.

11. COMMENCEMENT, PROSECUTION AND COMPLETION

The contractor shall be required to commence the work as required by the contract documents. If the contractor is unable to proceed, a written request for an extension of time shall be submitted, with an explanation for the cause of the delay, to the Program Director of Capital Programs.

12. OWNER'S REPRESENTATIVE

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

Preparation of Supplementary Drawings and Specifications, and supervision of construction or other services, will be performed under the supervision of the Owner's Representative(s).

13. ASSIGNMENT

By the submission of this quotation, the contractor agrees not to assign the contract or purchase order to others unless specifically authorized in writing to the FCS Capital Program Contracts.

14. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the contractor.

15. PAYMENT

Payment may be made for a single line item when it has been satisfactorily delivered complete; within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last (unless otherwise noted in the solicitation).

16. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience a contract awarded through this solicitation.

17. TERMINATION FOR DEFAULT

In the event any property or service to be furnished by the contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the contractor with his Quotation, the FCS may reject the property or service and may terminate the contract for default.

18. CONTRACTOR'S APPLICATION FORM

If the contractor does not have an application on file with Fulton County Schools, please go the www.fcscpccontracts.org to register prior to submitting the Quotation.

19. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances,

rules and regulations. The Contractor shall maintain the licenses required in a current status after award and throughout the course of the contract.

QUOTATION CONDITIONS

SECTION II – CONTRACT AWARD

The contractor shall agree that in the performance of the contract, they will comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

20. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by Fulton County Schools solely from appropriations received by Fulton County Schools. In the event such appropriations are determined in the sole discretion of the Chief of Operations to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS at the end of any fiscal period (hereinafter referred to as “Event”). In such Event, the Chief of Operations of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another contractor at the same or higher annual cost to FCS.

QUOTATION CONDITIONS

SECTION III – OTHER

1. NONDISCRIMINATION

The contractor, by the submission of a quotation or the acceptance of a purchase order or contract, agrees to provide the construction services covered under the quotation without discriminating in any way against any person or persons or refuse employment of any person or persons on account of color, religion, national origin, or sex.

2. FCS NONDISCRIMINATION

Fulton County School System does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS procurement process.

4. DRUG-FREE WORKPLACE

By submission of a Quotation, the contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the contractor's employees during the performance of the contract. The contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such contractor.

5. CERTIFICATION OF NONCOLLUSION

By submitting a Quotation, the contractor certifies: "that this quotation is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Quotation for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive quoting is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards."

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the quotation shall be agreed and that the person signing this quotation is authorized to sign the quotation for the contractor.

QUOTATION CONDITIONS

SECTION III – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all quotations are rejected, there shall be no liability on the part of FCS for any costs incurred by contractors or potential contractors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

SPECIFICATIONS

1. CONTRACT TYPE

The contract type contemplated for this requirement is a General Lump Sum.

2. CONTRACT SCHEDULE

Performance Period for Contract is 10 days from Notice to Proceed (NTP).

3. CONTRACT AWARD

Award will be made on an “All or None” basis. Fulton County Schools reserves the right to award to multiple contractors, or by line item if deemed to be in the best interest of FCS.

4. OTHER PROCEDURES

Samples: N/A

Testing: N/A

5. SCHEDULE REQUIREMENTS

Project to start upon receipt of NTP and is required to be completed within 10 days after issuing the notice to proceed.

6. OWNER’S REPRESENTATIVE

Supervision of the contract will be performed by the Owner’s Representative, Doug Armstrong of the FCS Capital Programs Department.

7. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractors shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to provide the Immigration and Security Form and Contractor Affidavit & Agreement in (Appendix I) with your quote shall result in your quote being declared non-responsive. FCS reserves the right to request additional information from the Contractor to substantiate information provided to FCS. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

SPECIFICATIONS

Statement of Work

Miscellaneous tree/ shrub plantings at Milton High School stadium to improve sound mitigation.

Scope of Work

Furnish and install the following:

- Area 1: Qty (11) Hetz: Columnaris Juniper 7'
- Area 2: Qty. (38) Hetz: Columnaris Juniper 7'
- Area 3: Qty. (9) Hetz: Columnaris Juniper 7'

Refer to Attachment 'A' for specific requirements for planting and maintenance.

RFWQ NO. 504-12
QUOTATION SCHEDULE

Furnish and install:

Item #	Description	Qty.	Unit Cost	Total Cost
1.	Hetz: Columnaris Juniper 7'	58	_____	_____

AMOUNT:

Grand Total _____ (**\$** _____)
(use words) (figures)

Base Quote Component Cost: [PROVIDE INFORMATION IF APPLICABLE]

**INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY**

Contractors shall provide the following information on attached sheets; this information shall be submitted with the Quotations in the format specified. Provide the response, to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the quotation at the time it is submitted. Failure to provide information requested in complete and accurate detail may result in rejection of the quotation.

1. History and Organizational Structure of the Firm

Indicate a brief history of the company and include the present organizational structure of the firm describing the management organization and this project's coordination structure; if the firm is a partnership, indicate the names of all partners; if incorporated indicate where and when. Include a resume outlining the qualifications of the key staff which shall be assigned to this project.

2. References

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) school boards or other clients of similar size and nature to FCS for which a project comparable to the scope of this project was completed.

3. Subcontractors

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. Previous Default

Have you ever been defaulted on a contract or denied a contract due to non-responsibility to perform? If so, provide the facts and circumstances.

ACKNOWLEDGEMENT

I, the undersigned, acknowledge that I have read the Quotation Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this Quotation in the exact manner requested will be just cause to reject any or all of my Quotation.

NAME OF COMPANY: _____

BY: _____
(TYPE OR PRINT - TITLE AND NAME OF PERSON SUBMITTING QUOTATION.)

SIGNATURE: _____

(COMPANY FEDERAL ID NUMBER) (E-MAIL ADDRESS)

(STREET ADDRESS)

(CITY) (STATE) (ZIP)

PHONE: (_____) _____, FAX: (_____) _____

The above acknowledgment must be properly signed and firmly attached to your Quotation. The acknowledgment becomes a part of your Quotation and without it your Quotation is not complete and will be subject to rejection.

Contractor acknowledges amendment(s): No. 1 ____, No. 2 ____, No. 3 ____, (If Applicable)

Quotation or reference Number: RFWQ No. 504-12

IF NOT QUOTING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY: (Please indicate No Quotations with Quotations Number on outside of envelope.)

- (A.) NO QUOTATION - Unable to Quote at this time. Would like to receive future Quotations.
- (B.) NO QUOTATION - Remove from this product/service category.
- (C.) NO QUOTATION - Remove from Quotations' List.

THIS PAGE MUST BE RETURNED WITH YOUR QUOTATIONS. INSTRUCTIONS AND CONDITIONS ARE FOR YOUR INFORMATION.

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity or service, contact Compliance Coordinator, Ron Wade, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-6801. TTY 1-800-255-0135.

APPENDIX I

**SENATE BILL
529**

IMMIGRATION AND SECURITY FORMS

FULTON COUNTY SCHOOLS

IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

- 1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.,

- 2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the **Contractor MUST INITIAL** the statement applicable to Contractor below:
 - (a) _____ (***Initial here***): Contractor warrants that, Contractor has registered at <https://e-verify.uscis.gov/enroll/> to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq. [**Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement; or**

 - (b) _____ (***Initial here***) Contractor represents and warrants that it does not and will not physically perform, or subcontract for the performance of, any service within the State of Georgia pursuant to O.C.G.A. 13-10-90 *et al.* and thus does not have to comply with the foregoing Georgia law;.

- 3) _____ (***Initial here***) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et.seq.

- 4) _____ (***Initial here***) Contractor agrees that, if Contractor employs or contracts with any subcontractor in connection with the covered contract under the Act and DOL Rule 300-10-1-.02, that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.2.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal

work authorization program; and provides subcontractor with all affidavits required
IMMIGRATION AND SECURITY FORM (Page 2)

by the Act and the rules and regulations issued by the Georgia Department of Labor
as set forth at Rule 300-10-1-.01 et. seq.

- 5) _____ (***Initial here***) Contractor agrees to provide the Fulton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02, 300-10-1-.03, 300-10-1-.07 and 300-10-1-.08 within five (5) business days of receipt.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the individual, firm, or corporation (“Contractor”) which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(2) Contractor’s correct user identification number and date of authorization is set forth hereinbelow.

(3) Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

(4) Contractor further agrees to and shall provide Fulton County Board of Education

with copies of all other affidavits or other applicable verification received by Contractor (ie: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

CONTRACTOR AFFIDAVIT AND AGREEMENT (Page 2)

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

Company Name / Contractor Name

Date

BY: Signature of Authorized Officer or Agent

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 Public

My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with _____ (*name of contractor*), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth hereinbelow.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

SUBCONTRACTOR AFFIDAVIT (Page 2)

Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

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 Public
My Commission Expires: _____

SUB-SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Sub-subcontractor”) is engaged in the physical performance of services under a sub-subcontract with _____ (*name of sub-contractor*), which has a sub-contract with _____ (*name of contractor*), which has a contract with the Fulton County Board of Education.

(2) Sub-subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [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], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Sub-subcontractor’s correct user identification number and date of authorization is set forth hereinbelow.

(4) Sub-subcontractor agrees that the Sub-subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this sub-subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Sub-subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Sub-subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

SUB-SUBCONTRACTOR AFFIDAVIT (Page 2)

Sub-subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Sub-contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

EEV/Basic Pilot Program User Identification Number

Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

BY: Authorized Officer or Agent
(Sub-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 Public
My Commission Expires: _____

ATTACHMENT “A”

RFWQ 504-12 ATTACHMENT "A"

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Planting Preparation

SECTION 32 9000

PLANTING PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of landscape development work is shown on drawings.
- B. Sub-grade Elevations: Excavation, filling and grading required to establish elevations shown on drawings are not specified in this section. Refer to earthwork sections.

1.3 QUALITY ASSURANCE:

- A. Subcontract landscape work to a single firm specializing in landscape work.
- B. Landscape subcontractor shall provide continuous superintendence by an experienced plantsman during the layout, preparation and execution of all landscape work.

1. Pre-Landscape Conference

- a) Prior to the commencement of any landscape work, meet at the site with:
 - i. Owner
 - ii. Architect/Landscape Architect
 - iii. Contractor's Project Manager
 - iv. Contractor's Job Superintendent
 - v. Landscape Contractor
 - vi. Landscape Contractor's Foreman who will actually be on site full time during the preparation and installation of landscape work.

2. Record (by the Contractor) the discussions of the conference and the decisions and agreements (or disagreements) reached, and furnish a copy of the record to each party attending.
3. Review foreseeable methods and procedures related to the landscape work, including but not necessarily limited to the following:
 - a) Review project requirements (drawings, specifications, and other contract documents, and in particular landscape work).
 - b) Review availability of materials, tradesmen, equipment, and facilities needed to make progress and avoid delays.
 - c) Review required inspection, testing, certifying, and accounting procedures.
 - d) Review regulations concerning code compliance, environmental protection, health, safety and similar considerations.
 - e) Review required submittals, both completed and yet to be completed.
 - f) Review soils conditions, soil preparation, installation methods and drainage conditions for landscape work.
 - g) Review protection and maintenance of landscape work.

C. Source Quality Control

1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, together with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.

4. Trees, Shrubs and Plants: Provide trees, shrubs and plants of quantity, size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
5. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. Architect retains right to further inspect trees and shrubs for size and conditions of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS:

- A. Certification: Submit certificates of inspection as required by governmental authorities. Submit manufacturer's or vendors certified analysis for soil amendments and fertilizer materials. Submit other data substantiating that materials comply with specified requirements.
- B. Submit seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination, and weed seed for each grass seed species.
- C. Soil Samples: The Contractor shall take soil samples from several areas of the site to be planted or grassed and have them analyzed by the Agricultural Extension Service. The results of the analysis shall determine the best fertilizer mixture to use on the site.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than six (6) hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
- D. Do not remove container grown stock from containers until planting time.

1.6 JOB CONDITIONS:

- A. Proceed with and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required. See Section Phasing for specified start and completion requirements.
- B. Utilities: 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 removal is mutually agreed upon by parties concerned.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect for instructions before planting.
- D. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

- E. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period, unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.
- F. Only one replacement (per tree, shrub or plant) will be required at end of warranty period, except for losses or replacements due to failure to comply with specified requirements.

PART 2 - PRODUCTS

2.1 TOPSOIL:

- A. Topsoil for all areas to be planted shall be obtained from topsoil stockpiled during grading operations. If necessary amount of topsoil is not present on site, Contractor shall secure topsoil of specified quality from off-site source. Topsoil shall be approved by the Architect prior to delivery to site. Obtaining, hauling and placing topsoil shall be at the expense of the Contractor. Topsoil shall be a sandy clay loam with texture as follows: 20-40% sand; 45-75% clay; and 0-30% silt. It shall contain from 2-1/2 to 5% organic matter. Topsoil shall be uniform quality, free from hard clods, sod, stiff clay, hard pan, stones larger than three quarter (¾) inches, lime cement, ashes, slag, concrete, tar residues, tarred paper, boards, chips, sticks, or other undesirable materials. There must be a slight acid reaction to the soil with no excess of calcium or carbonate. Soil shall be delivered in a loose friable condition. Prior to delivery, soil test shall be taken and submitted for approval, along with packaged or boxed and labeled soil samples.

2.2 SOIL AMENDMENTS:

- A. Ground Limestone: Lime shall be ground dolomitic limestone containing not less than eighty five (85%) percent of total carbonates and shall be ground to such a fineness that fifty (50%) percent will pass through a 100-mesh sieve and ninety (90%) percent will pass through a 20-mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.
- B. Peat Humus: FS Q-P-166 decomposed peat with no identifiable fibers and with ph range suitable for intended use.
- C. Sand: Clean, washed sand, free of toxic materials.
- D. Sawdust: Rotted sawdust, free of chips, stones, sticks, soil or toxic substances and with 7.5 lbs. nitrogen uniformly mixed into each cubic yard of sawdust.

- E. Manure: Well rotted, un-leached stable or cattle manure containing not more than twenty five (25%) percent by volume of straw, sawdust or other bedding materials and containing no chemicals or ingredients harmful to plants.
- F. Mulch: Organic mulch free from deleterious materials and suitable for top-dressing of trees, shrubs or plants and consisting of Pine Straw Mulch.
- G. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources and containing following percentages of available plant nutrients:
 - 1. For trees, shrubs and lawns provide fertilizer with not less than five (5%) percent total nitrogen, ten (10%) percent available phosphoric acid and fifteen (15%) percent soluble potash.
 - 2. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than one (1) lb. of actual nitrogen per one thousand (1000) sq. ft. of lawn area and not less than four (4%) percent phosphoric acid and two (2%) percent potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least fifty (50%) percent of nitrogen to be organic form.
 - 3. Ammonium Nitrate: Shall be a commercial product in dry granular form of recent manufacture and shall be delivered in the original, unopened containers each bearing the manufacturer's guaranteed statement of analysis, it shall contain not less than thirty three and one half (33.5%) percent Nitrogen.
- H. Pre-emergent Weed Control: Shall be Scotts Pro Grow ornamental herbicide two (2) (granular), or approved equal.

2.3 PLANT MATERIALS:

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
- B. Deciduous Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed.
 - 1. Provide balled and burlapped (B&B) deciduous trees.

2. Container grown deciduous trees will be acceptable in lieu of balled and burlapped deciduous trees subject to specified limitations of ANSI Z60.1 for container stock.
 3. Container grown deciduous shrubs will be acceptable in lieu of balled and burlapped deciduous shrubs subject to specified limitations for container grown stock.
- C. Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad up-right, and columnar. Provide normal quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown.
1. Provide balled and burlapped (B&B) evergreens.
 2. Container grown evergreens will be acceptable subject to specified limitations for container grown stock.

2.4 GROUND COVER:

- A. Provide plants established and well-rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.5 MISCELLANEOUS LANDSCAPE MATERIALS:

- A. Anti-Erosion Mulch: Provide clean, seed-free salt hay or threshed straw of wheat, rye, oats or barley.
- B. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
- C. Filtration/Separation Fabric: Water permeable filtration fabric of fiberglass or polypropylene fabric.
- D. Wrapping: Tree-wrap tape not less than 4" wide, designed to prevent bore damage and winter freezing.

- E. Stakes and Guys: Provide stakes as detailed of new hardwood, treated softwood, redwood, free of knots holes and any defects. Paint all stakes with flat black enamel paint prior to installation and touch-up paint after installation. Provide wire ties and guy of 2 strand, twisted, pliable galvanized iron wire not lighter than 12 ga. with zinc coated turnbuckles. Provide not less than 1/2" diameter black rubber hose, cut to required lengths and of uniform size to protect tree trunk from damage by wires.

2.6 WATER:

- A. Water used in this work shall be paid for and furnished by the Contractor and will be suitable for irrigation and free from ingredients harmful to plant life. Hose and other watering equipment required for the work shall be furnished by the Contractor.

PART 3 - EXECUTION

3.1 TIME OF PLANTING:

- A. At the option and on the full responsibility of the Contractor, planting operations may be conducted under unseasonable conditions without additional compensation.

3.2 SEASON:

- A. Planting season for trees and shrubs is recommended between October 15th to March 15th.

3.3 PREPARATION:

- A. Layout individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.
- B. Preparation of Planting Soil: Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- C. Amended Soil: Soil used in planting shall be topsoil or suitable existing soil either of which shall be thoroughly mixed with one part of peat, one part manure, and five parts of existing soil. Very poor soil, hardpan, or other soil injurious to plants shall not be used. Soil used in planting shall be thoroughly mixed with 5 pounds of 5-10-5 formula Commercial Fertilizer per cubic yard.

- D. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
- E. For planting beds and lawns, mix planting soil prior to planting or apply on surface of topsoil and mix thoroughly before planting.
- F. Preparation for Planting Lawns and Sodded Lawns: Refer to Section 32 9200, "TURF & GRASSES"
- G. Preparation of Planting Beds:

- 1. Loosen subgrade of planting bed areas to a minimum depth of 6" using a cultimulcher or similar equipment. Remove stones over 2" in any dimension, and sticks, stones, rubbish and other extraneous matter.
- 2. Spread planting soil mixture to minimum depth required to meet lines, grades and elevations shown, after light rolling and natural settlement. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
- 3. Pre-emergent Weed Control: All areas to be planted shall be treated with Scotts Pro Grow Ornamental Herbicide 2 (granular), or approved equal, at the rate of two and a half (2-1/2) pounds per thousand (1000) square feet.

H. Excavation for Trees and Shrubs:

- 1. Excavate pits, beds and trenches with vertical sides and with bottom of excavation slightly raised at center to provide proper drainage. Loosen hard subsoil in bottom of excavation.
- 2. Allow for 4" setting layer of planting soil mixture.
- 3. For balled and burlapped (B&B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting ball on a layer of compacted backfill.
- 4. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- 5. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.

6. Fill excavations for trees and shrubs with water and allow to percolate out before planting.

3.4 PLANTING - PLANTING TREES AND SHRUBS:

- A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3-full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- B. Set bare rootstock on cushion of planting soil mixture. Spread roots and carefully work backfill around roots by hand and puddle with water until backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers of soil mixture above roots. Set collar 1" below adjacent finish landscape grades. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break.
- C. Set container grown stock as specified for balled and burlapped stock, except cut cans on two (2) sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- D. Dish top of backfill to allow for mulching.
- E. Mulch pits, trenches and planted areas. Provide not less than 3" thickness of mulch and work into top of backfill and finish level with adjacent finish grades.
- F. Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs and foliage.
- G. If deciduous trees or shrubs are moved in full-leaf, spray with anti-desiccant at nursery before moving and again 2 weeks after planting.
- H. Prune, thin out and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.

- I. Remove and replace excessively pruned or mis-formed stock resulting from improper pruning.
- J. Wrap tree trunks of 2" caliper and larger. Start at ground and cover trunk to height of first branches and securely attach. Inspect tree trunks for injury, improper pruning and insect infestation and take corrective measures before wrapping.
- K. Guy and stake trees immediately after planting, as detailed.

3.5 PLANTING GROUND COVER:

- A. Space plants as shown or scheduled.
- B. Dig holes large enough to allow for spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover crowns of plants with wet soils.
- C. Mulch areas between ground cover plants: place not less than 3" thick.

3.6 CLEANUP AND PROTECTION:

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.
- C. Any soil, mulch or similar material that has been brought onto paved areas by hauling operations, or otherwise, shall be removed promptly, keeping these areas clean at all times. Upon completion of the planting, all excess soil, stones and debris which has not previously been cleaned up shall be removed from the site. All lawns and planting areas shall be prepared for final inspection.

3.7 MAINTENANCE:

- A. Plant Maintenance shall begin immediately after each plant is planted and shall continue with the following requirements:
 - 1. Maintenance of new planting shall consist of pruning, watering, cultivation, weeding, mulching, tightening, and repairing of guys, resetting plants to proper grades or upright position, restoration of planting saucer, and

furnishing and applying such sprays as are necessary to keep the plantings free of insects and diseases. If planting is performed after grass area preparation, proper protection to grass areas shall be provided, and any damage resulting from planting operations repaired promptly. Maintenance shall be provided for one full growing season beginning April 15th and ending October 15th. Inspection for acceptance will be made by the Architect upon completion of work under this contract. Acceptance of each segment of work does not relieve contractor of maintenance requirements.

2. Planting areas and plants shall be protected at all times against trespassing and damages of any kind for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced as directed by the Architect at no additional cost to the Owner. No work shall be done within, adjacent to, or over any plant or planting area without proper safeguards and protection to the plant material.
3. The Contractor shall be responsible for keeping all planting and working incidentals thereto in good condition by replanting plant replacements, watering, weeding, cultivating, pruning, and spraying, re-guying and by performing all other necessary operations of care for promotion of root growth and plant life.
4. The root system of all plants shall be watered at such intervals as will keep the surrounding soil in best conditions for promotion of root growth and plant life so that all work is in satisfactory condition at acceptance.
5. All planting and plant materials required by this contract shall be in satisfactory and acceptable condition when Contractor applies for payment.
6. Sidewalks, streets, and other paved areas shall be kept clean when planting and maintenance operations are in progress.
7. Trees, shrubs and ground cover shall be protected and maintained through one (1) full growing season, beginning April 15th and ending October 15th. Maintenance shall include watering, weeding, cultivating, mulching, tightening and repairing of guys, removal of dead material, resetting plants to proper grades or upright positions and restoration of the planting saucer, and other necessary operations.

3.8 INSPECTION, ACCEPTANCE, GUARANTEE AND REPLACEMENT:

- A. The Architect shall inspect all work for acceptance upon written request of the Contractor. The request shall be received at least ten (10) days before the anticipated date of inspection.
- B. Upon completion of all repairs or replacements which may appear at that time to be necessary in the judgment of the Architect, the Architect shall certify in writing to the Owner as to the acceptance of the work.
- C. The Contractor's responsibility for maintenance after one (1) full growing season beginning April 15th and ending October 15th, (exclusive of replacement), shall terminate after acceptance of each segment of work.
- D. The guarantee period shall begin at the Acceptance Day.
- E. All plant materials shall be guaranteed by the Contractor except relocated materials, for a period of ninety (90) days for evergreen plants and thirty (30) days after breaking growth in the spring for deciduous plants.
- F. The Contractor shall make periodic inspections, at no extra cost to the Owner, during the guarantee period to determine what changes, if any, should be made in the Owner's maintenance program. All such recommended changes shall be submitted in writing to the Owner and the Architect.
- G. The Contractor shall replace without cost to the Owner, and as soon as weather conditions permit, all dead plants and all plants not in a vigorous thriving condition, as determined by the Architect during and at the end of the guarantee period. The plants shall be free of dead branches and dead branch tips, and shall bear foliage of a normal density, size, and color. Replacements shall match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in the Specification.
- H. The Contractor shall make all necessary repairs to grades, and lawn areas required because of plant replacements. Such repairs shall be done at no extra cost to the Owner.
- I. The guarantee of all replacement plants shall extend for an additional period of ninety (90) days for evergreen and ninety (90) days from time of breaking growth in spring for deciduous material after replacement, or for the guarantee period, whichever time period is greater. In the event that a replacement plant is not acceptable during or at the end of the

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Planting Preparation

BLP-08070

said extended guarantee period, the Owner may elect subsequent replacement or credit for each item.

- J. Clearing of ground: Upon completion of the work, the grounds shall be cleared of all debris, of all superfluous materials and all equipment which shall be entirely removed from the premises to the satisfaction of the Owner.

End of Section