



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Any bid received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (REQUIRED)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (REQUIRED)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: MARCH 22, 2012

Sealed bids from qualified contractors will be received before 12:00 NOON, March 22, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

SEALED BID # 12-5647
LANDSCAPE MAINTENANCE SERVICE FOR
COBB COUNTY WATER SYSTEM

PRE-BID/PROPOSAL MEETING: MARCH 7, 2012 @ 10:00A.M.
COBB COUNTY WATER QUALITY LABORATORY TRAINING ROOM
662 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. www.purchasing.cobbcountyga.gov.

Advertise: February 24, 2012
March 2, 9, 16, 2012



BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 12-5647
LANDSCAPING MAINTENANCE SERVICE FOR COBB COUNTY WATER SYSTEM

DELIVERY DEADLINE: MARCH 22, 2012 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: MARCH 22, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: _____

Contact name: _____

Company address: _____

E-mail address: _____

Phone number: _____ Fax number: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 12-5647; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: February 24, 2012
March 2, 9, 16, 2012

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 12-5647 DATE: March 22, 2012

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

**DESCRIPTION: Landscaping Maintenance Service for Cobb
County Water System**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"

SEALED BID NUMBER 12-5647

LANDSCAPING MAINTENANCE SERVICE FOR COBB COUNTY WATER SYSTEM

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to bid: _____



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 12-5647
LANDSCAPING MAINTENANCE SERVICE FOR COBB COUNTY WATER SYSTEM**

BID OPENING DATE: MARCH 22, 2012

**PRE-PROPOSAL CONFERENCE: MARCH 7, 2012 @ 10:00 A.M. (E.S.T.)
COBB COUNTY WATER QUALITY LABORATORY TRAINING ROOM
662 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060**

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPY OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 98852

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

INVITATION TO BID

Landscaping Maintenance Service

Cobb County Water System

SEALED BID NUMBER: 12-5647

Invitation to Bid
Landscaping Maintenance Service for the Cobb County Water System
Sealed Bid #12-5647

TABLE OF CONTENTS

SCOPE AND SPECIFICATIONS	4
I. BONDS	4
II. CONTRACT	5
III. GENERAL	6
A. Basic services.....	6
B. Extended services	6
C. Educational Rain Garden	6
D. Pre-Bid Meeting & Site Visits.....	6
IV. SPECIFIC	6
A. BASIC SERVICES.....	6
1. Mowing	6
2. Turf Areas.....	7
3. Edging	7
4. Leaf and Debris Removal.....	8
5. Fertilization and Liming.....	8
6. Dethatching, Aeration, and Reseeding	9
7. Weed Control	9
8. Pest and Disease Control	10
9. Pruning	10
10. Annual Plant Colors	10
11. Irrigation System Maintenance, Inspection, and Repair	11
12. Mulching	12
13. General Maintenance	13
14. Supervision.....	13
B. EXTENDED SERVICES	14
V. CONTRACTOR IDENTIFICATION REQUIREMENTS	15
VI. DAMAGE TO PROPERTY	15
VII. EDUCATIONAL RAIN GARDEN LANDSCAPING PROJECT	17
A. Maintenance.....	17
1. The Educational Garden Definition.....	17
2. Leaf and debris removal	17
3. Mowing	17
4. Edging	17
5. Dethatching	18
6. Aeration	18
7. Renovation.....	18
8. Fertilizing and Liming.....	18
9. Disease control	18
10. Weed control.....	19
11. Pruning.....	19
12. Mulching.....	19
B. Maintenance Performed by Owner	20
C. Annual flower beds.....	20
D. Plant Replacement	20
E. Planting plan and species list.....	20

VIII.	LOCATIONS	20
A.	Primary Locations.....	20
B.	Secondary Locations.....	21
IX.	COBB COUNTY SUSTAINABLE PRACTICES POLICY EXCERPT	22
Cobb County General Instructions for Bidders, Terms and Conditions		24
I.	Preparation Of Bids.....	45
II.	Delivery.....	45
III.	Explanation to Bidders	45
IV.	Submission of Bids	45
V.	Withdraw Bid Due To Errors.....	45
VI.	Testing and Inspection.....	45
VII.	F.O.B. Point.....	45
VIII.	Patent Indemnity	45
IX.	Insurance.....	45
A.	MINIMUM LIMITS OF INSURANCE.....	45
B.	DEDUCTIBLES AND SELF-INSURED RETENTION	45
C.	OTHER INSURANCE PROVISIONS.....	45
D.	ACCEPTABILITY.....	45
E.	VERIFICATION OF COVERAGE.....	45
F.	SUBCONTRACTORS.....	45
G.	WAIVER OF SUBROGATION	45
X.	Award.....	45
XI.	Delivery Failures	45
XII.	County Furnished Property.....	45
XIII.	Reject And Withdraw Bids	45
XIV.	Contract	45
XV.	Non-Collusion.....	45
XVI.	Conflict of Interest, Etc.	45
XVII.	Default.....	45
XVIII.	Disputes.....	45
XIX.	Substitutions	45
XX.	Ineligible Bidders.....	45
XXI.	Alterations of Documents.....	45
XXII.	Termination for Convenience.....	45
XXIII.	Inter-governmental Agreement	45
XXIV.	Indemnification and Hold Harmless	45
XXV.	Special Terms and Conditions.....	45
XXVI.	Disadvantaged Business Enterprises (DBE):.....	45
XXVII.	Evidence of Compliance with Georgia Security & Immigration	45
EXHIBIT A.....		45
CONTRACTOR AFFIDAVIT & AGREEMENT		45
EXHIBIT A-1.....		45
SUBCONTRACTOR AFFIDAVIT		45
EXHIBIT B		45
DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM		45
Instructions for Completing Exhibit C.....		45
Disadvantaged Business Enterprise (DBE)		45
Participation Report		45
EXHIBIT C		45
SAMPLE CONTRACT		45
PAYMENT BOND		46
PERFORMANCE BOND.....		49
BID FORMS - Page 1 of 7.....		52

Invitation to Bid
Landscaping Maintenance Service for the Cobb County Water System
Sealed Bid #12-5647

SCOPE AND SPECIFICATIONS

Sealed bids from qualified contractors will be received by the Cobb County Board of Commissioners for Landscaping Maintenance Service for the Cobb County Water System **until 12:00 noon on March 22, 2012** at the Cobb County Purchasing Department located 1772 County Services Parkway, Marietta, Georgia 30008. Late bids will not be accepted after the 12:00 noon deadline.

Bids will be opened at 2:00 pm on March 22, 2012 on the 2nd Floor of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008.

Bidders having questions with regard to the project or Bid Documents shall present these questions in writing to the Owner (Cobb County) for clarification no later than **Tuesday, March 13, 2012 at 5:00 p.m.** Responses to all questions will be issued in the form of an addendum to all Bid Document holders of record and posted on the Cobb County Purchasing website; purchasing.cobbcountyga.gov. Bidders shall acknowledge receipt of addenda by inserting their number and date on the Bid Form. Failure to do so may subject bidder to disqualification. Addenda form part of the Contract Documents. In the event of a conflict between addenda items and those in other parts of the Contract Documents, Addenda shall take precedence and govern in the order of the latest Addendum.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
E-mail: purchasing@cobbcounty.org

All contractors wishing to submit bids for this work must submit the Qualification Statement Form to be considered.

A Pre-Bid Meeting will be held at the Cobb County Water Quality Laboratory Training Room located at 662 South Cobb Drive, Marietta, GA 30060 at 10:00 am on March 7, 2012.

I. BONDS

A. Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-or-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

B. **The required 5% bid bond shall be five (5) percent of the base bid amount for Year one (1) services to include primary locations, secondary locations, and Educational Rain Garden.** The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner. No other form of bid security shall be accepted.

C. The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner or until 60 days after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract with the Owner or is unable to timely provide insurance certificates, bonds, etc., the Owner may retain the bid security as liquidated damages but not as a penalty.

D. The required 100% Performance Bond and Labor and Material Payment Bond, or other instruments allowed by law and accepted by Owner, must be secured and submitted prior to signing the Contract, and prior to the anniversary date for any renewal terms of the Contract, each in the amount of 100% of the Annual Contract Sum. Bonds shall be submitted on bond forms provided by the Owner, samples of which are included in this bid package, and must be written by a surety company licensed to do business in the State of Georgia, have an "AM Best" rating of "A-VII" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the Federal Government (Circular 570), and have recommended Bond limits equal to or in excess of those required for this project; or otherwise acceptable to the Owner.

II. CONTRACT

A. This entire bid package and any subsequent addenda hereto shall constitute an agreement between the Owner and Contractor for the Contractor to perform the work as described herein.

B. The Owner may choose to assign work to multiple contractors under this agreement. The Contractor(s) to whom the agreement is awarded shall, within ten (10) days after Acceptance of Award, execute, sign, and deliver the required documents to the Owner.

C. At or prior to delivery of the signed Contract(s), the successful Bidder shall provide to the Owner the Certificates of Insurance and Labor and Material and Performance Bonds required by the Owner.

D. Insurance and Bonds must be approved by the Owner before the Bidder may proceed with the Work, with such approval being issued either as a written "Letter of Acceptance" or by return of the fully signed Contract.

E. Failure by the Bidder to return a legally signed Contract(s) and/or the required Certificates of Insurance or Bonds in the time specified herein may have their Award and Contract(s) rescinded and shall forfeit their Bid Bond.

F. All contracts resulting from this Bid shall in all circumstances be governed and controlled by the provisions contained in the Official Code of Georgia, Section 36-60-13, which is incorporated by reference, in that, among other provisions, the contracts shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which they are executed and at the close of each calendar year for which they may be renewed, provided, however, annual contracts shall automatically renew for up to two additional one year terms, providing for a total of three (3) years of services resulting from this bid, unless Owner provides to Contractor written notice at least 30 days prior to the end of the initial year of the Contract or any subsequent year for which it may be renewed. Owner shall confirm renewal of contracts for additional terms by issuance of Purchase Orders funding the work covered by the contract.

G. In addition to the contract term anticipated above and any termination for cause provision, the Owner reserves the right to cancel any contract with the Contractor at any time for its convenience and without cause by providing at least 30 days written notice to Contractor in which the date of termination shall be set forth. In the event such of cancellation of the contract, Contractor shall be entitled to payment for all approved services performed and materials provided prior to the termination date set

forth in the notice of intent to cancel the contract, but shall be entitled to no further compensation or damages of any sort, including but not limited to lost profits or consequential damages.

H. The Owner may also in its discretion and without any liability modify the contract to reduce or exclude certain services or materials to be provided in the contract and the price shall be equitably adjusted.

III. GENERAL

A. Basic services

- shall be provided on all properties listed on the Bid Proposal Form and shall be paid in twelve (12) equal monthly installments per the payment terms in the sample contract included with this bid package.

B. Extended services

- shall be priced separately and be paid upon receipt of invoice.

C. Educational Rain Garden

-Landscapes maintenance shall be priced separately. Payment shall be in twelve (12) equal monthly installments as an additional line item in the sample contract.

D. Pre-Bid Meeting and Site Visits

1. Owner will conduct a Pre-bid meeting at **10:00 AM on March 6, 2012** at the Cobb County Water System Quality Lab Training Room located at 662 South Cobb Drive, Marietta, GA. 30060.

2. All requests for site visits shall be by appointment only and scheduled with Brian Clark, Cobb County Water Systems Central Maintenance Superintendent or his designated assistant. Mr. Clark can be reached at 770-419-6484.

IV. SPECIFIC

A. BASIC SERVICES

Contractor shall include full landscaping services for all buildings, adjacent landscaped areas, and parking lots, etc.

1. Mowing

a) Mowing of all primary turf areas shall be done weekly during the growing season: Warm season turf from May 1st to October 15th and Cool season turf from March 1st to November 30th and as needed during the off season.

b) Either a reel / rotary / or mulching mower is to be used for turf to produce a neat manicured appearance.

c) Grass clippings must be caught and bagged when necessary to prevent an accumulation of harmful thatch.

d) The range of cutting heights is 2.5" to 3.5" for Tall Fescue and 0.5" to 1.5" for Bermuda.

e) All turf area locations in primary turf areas of less than 100 square feet (i.e. parking lot islands and areas bordered by buildings and sidewalks) shall be mowed with a push mower equipped with a bag attachment.

2. Turf Areas

a) Primary Turf Areas

(1) Defined as all turf areas that require weekly maintenance to produce a manicured lawn effect that maintains or enhances the visual aesthetic of the surrounding areas.

(2) Primary turf areas shall be maintained by mowing with a riding or push mower with guards in place to prevent flying debris.

(3) Mulching type-closed deck mowers may be utilized only if de-thatching is provided at no additional cost to the owner.

(4) Other methods may be utilized by written consent of the owner.

b) Secondary Areas

(1) Defined and identified by the owner as not being Primary or Ancillary locations.

(2) Secondary areas shall require routine maintenance once every fourteen (14) days with such services consisting of power scythe or seed-heads, mechanical, or chemical control of noxious weeds, or other methods approved by written consent of the owner.

(3) Secondary areas include the detention ponds at each of the primary locations. These are to be maintained every 14 days consistent with the normal secondary area schedule. (See Section VIII, LOCATIONS).

3. Edging

a) Edging of all concrete and paved surfaces within the primary turf areas and all mulch beds shall be performed weekly during the growing season.

b) Edging of the turf is required at the transition from the lawn areas to the Natural Areas of the Educational Rain Garden, not just the walkways.

c) Turf shall to be edged around sprinkler heads to allow for proper operation of sprinkler heads.

d) At no time, shall a line weed eater be used to edge bed lines or curbs.

e) Chemical trimming (with a total kill herbicide) of owner-designated areas shall be performed as needed during the growing season. Chemical trimming must comply with the Sustained Practices Policy as adopted by the Cobb County Board of Commissioners.

4. Leaf and Debris Removal

- a) Natural and man-made debris shall be removed from all entrances, turf areas; ornamental beds, landscaped areas, and paved areas once weekly throughout the year.
- b) Dead plant material up to 15 feet in height shall be removed at each service.
- c) Leaf removal shall be provided weekly throughout the year to prevent any accumulation of leaf debris.
- d) Leaf removal is defined as being physically removed from the property. At no time shall any material be blown into streets or onto adjacent properties.
- e) The use of a gasoline powered leaf blower in the vicinity of an HVAC fresh air intake of any building shall be identified by owner and a schedule coordinated with an Owner's representative to prevent fumes from being drawn into an occupied building. This service may require scheduling after normal business hours or on weekends.

5. Fertilization and Liming

- a) Application of chemical additions shall comply with the Sustained Substances Policy as adopted by the Cobb County Board of Commissioners. This policy is included as Section IX in this document.
- b) Soil analysis shall be performed annually by contractor to determine application rates of fertilization and lime for turf areas, shrub, and tree beds. All soil analysis must be provided to the owner's representative.
- c) Three (3) applications of slow release fertilizer including micronutrients (i.e. manganese, iron, zinc, copper, etc.) and trace minerals shall be applied to all primary turf areas as specified by soil analysis.
- d) The results of all soil analysis shall be submitted to the owner's representative with a schedule identifying the dates that applications of all fertilizers and lime will be applied for Cool season and Warm season turf grasses within sixty (60) days after commencement of this agreement. Customarily, fertilizers are applied to Cool Season turfs during the months of March, June, and October and Warm Season turfs during the months of May, July, and August. If a schedule has not been submitted for this service, the customary months shall apply.
- e) Lime shall to be applied to all primary turf areas, shrubs, and tree beds annually. Dates shall be provided by contractor within sixty (60) days after commencement of this agreement. Customarily, lime is applied in September or October at a rate determined by soil analysis. If a schedule has not been submitted for this service, the customary months shall apply.
- f) Ornamental trees and shrubbery shall be fertilized two times a year – April or May and July or August. Annuals and perennials shall be fertilized once every 30 to 45 days through the growing season. Mature plant material may fluctuate from this fertilization schedule.

g) Additional nutrients may be required as indicated by appearance and/or soil analysis. Additional applications may be necessary to supplement plants health at no additional expense to the owners.

6. Dethatching, Aeration, and Reseeding

a) Scalping and/or dethatching of all warm season turf areas shall be performed in the spring of the year, before greening of turfs begin.

b) Thatch and clippings are to be removed from the property.

c) Aeration of the soil shall consist of aerating the soil to a depth of two to three inches, in two opposing, perpendicular directions to each other.

d) Aeration of warm season turf areas shall be performed in the spring, as conditions dictate to maintain a high standard of appearance.

e) Aeration of cool season turf shall be done one time per year in the fall.

f) Use of a machine that cultivates and plants at the same time or the use a coring machine plus a vertical mower to break up the soil cores must be utilized.

g) Reseeding of cool season turf areas shall be performed in September or October of each year.

h) Contractor shall seed with a hybrid fescue at a rate of 2 to 5 pounds per 1000 square feet as indicated by the condition of the turf.

i) Bare spots in warm season turf areas shall be over seeded with rye to prevent further damage to turf or from additional wash out during dormancy.

7. Weed Control

a) Three (3) applications of pre-emergent herbicide shall be applied to all primary turf areas and mulch beds to prevent germination of certain seasonal weeds.

(1) The first application shall be applied in February or March to all primary turf areas and mulch beds.

(2) The second application shall be applied in May or June to all primary turf areas and mulch beds.

(3) The Third application shall be applied in September or October to all primary turf areas and mulch beds.

b) Post-emergent herbicide shall be applied as needed to all primary turf areas and mulch beds to kill existing weeds. Applications are not to be applied during stressful environmental conditions.

c) A post-emergent herbicide shall be applied to weed growth in cracks of paved areas.

d) Manual removal of all weeds in mulch beds, flowerbeds, and cracks in paved surface areas shall be performed to maintain a high standard of appearance.

8. Pest and Disease Control

a) Insect and disease diagnosis and control shall be executed as needed on all turf, ornamental shrubs and trees (up to 15' in height), perennials and annuals. Preventative measures to be taken for insect and disease control as timing dictates.

b) A preventive insecticide shall be applied in early March to plants susceptible to scale, to include needled Evergreens, Junipers, Euonymous, Hollies, Cherries, Oaks, and Maples.

c) Pesticides must be applied under the supervision of a certified applicator.

d) Other applications of pesticides shall be applied when pests or disease are detected through regular inspections. Spraying operations must cover material up to a height of 25 feet.

e) Treatment of active ant beds shall occur on each visit. Soil must be leveled and appearance of bed should be eliminated after the bed has become inactive.

f) The broadcasting of a granular bait type products in the spring and fall are required to control fire ants.

9. Pruning

a) Shrubbery up to 15' in height, as well as annuals and perennials, will be kept trimmed to present a high standard of appearance in keeping with the overall design.

b) Pruning of ornamental tree species up to 15' in height will be done in late winter.

c) Spring flowering shrubs will be pruned after the bloom while summer flowering shrubs will be pruned during the growing season.

d) Clippings shall be removed the same day.

e) Pruning shall be performed in such a manner and method as to maintain a high standard of appearance.

f) Vines and other noxious weeds are to be removed from all shrubbery.

g) Low hanging limbs that impede the flow of traffic shall be removed as needed.

h) Fences are to be kept clean and clear of all plant material.

10. Annual Plant Colors

a) Contractor shall install and maintain annual color and/or replacement plant material at all Primary locations.

- b) Specifications for annual color for the summer and winter months are 4" pots on 8" centers.
- c) It shall be the responsibility of the contractor to insure the appropriate amounts of water and fertilization occur during the growing season.
- d) Summer color shall be installed April 1st to May 1st. and winter color will be installed from October 1st to November 1st.

11. Irrigation System Maintenance, Inspection, and Repair

- a) Contractor shall be responsible for the startup, periodic inspections, and shutdown of all irrigation systems.
- b) Startup shall include
 - (1) Turning on the system,
 - (2) Inspecting system for proper operation,
 - (3) Provide the owner with a schematic identifying damaged equipment locations, a parts list for repairs, and a quote to restore irrigation systems to proper operation.
 - (4) Adjusting heads to provide proper coverage of the turf and/or bed areas.
 - (5) Setting the timing devices to operate the irrigation systems at the most efficient times and/or in accordance with any watering restrictions.
 - (6) Startup shall be performed from April 15th to May 15th.
- c) Contractor shall be responsible for a minimum of two additional periodic inspections of the irrigation systems.
- d) After initial startup the Contractor shall be responsible for maintaining proper operation of irrigation systems at no additional expense to the owner.
- e) Damage that may occur to the irrigation system
 - (1) If, in the opinion of the Contractor, damage has occurred that is not deemed do to normal wear and tear or normal conditions of operating the system, may submit a request for relief in repair or replacement to restore the irrigation system to its proper operating condition.
 - (2) The Owner, at their sole discretion, may accept or deny relief.
 - (a) Acceptance of relief shall require the Contractor to provide the Owner with a schematic identifying damaged equipment location, a parts list, a quote for repairs, and explanation why the Contractor sought relief.

(b) Denial of relief shall require the Contractor to repair or restore the irrigation system to its proper operating condition at the expense of the Contractor within seven (7) days of its failure.

f) During startup and the periodic inspections, all repairs shall be accepted in writing by Owner and work completed prior to Contractor submitting an invoice for payment.

g) The Contractor shall schedule an inspection with the Owner to verify a fully functional irrigation system after the contractors' initial inspection and repairs prior to payment for repairs.

h) Contractor shall be responsible for shutdown and winterization of all irrigation systems.

(1) Shutdown shall include turning off the system and draining the system to prevent damage to the system due to freezing temperatures.

(2) Shutdown shall be performed from October 15th to November 15th.

i) Contractor shall check irrigation control boxes weekly for proper settings.

12. Mulching

a) Major mulch applications shall be performed twice per year for all sites listed below and shall be included in the price for the Basic Service pricing on the Bid Proposal Form.

(1) The following Primary Areas listed below shall be mulched in all locations where mulching is currently applied.

(a) Water System Customer – 660 South Cobb Drive, Marietta, GA 30060

(b) Water Quality Lab – 662 South Cobb Drive, Marietta, GA 30060

Note: There is an Educational Rain Garden adjacent to the Water Quality Lab that will require special care and attention as described in Section VII of this document.

(c) Water System Field Operations Center #2 – 680 South Cobb Drive Marietta, GA 30060

(i) Extension Services Building #2 / Warehouse Building #4

(ii) Central Maintenance Facility Building #5

(d) Cobb County Tag Office 700 South Cobb Dr, Marietta, GA 30060

(2) The following Primary Areas listed below shall require mulching to be maintained at the entrance to the facility, in flower beds and around trees along the entrance to and area surrounding the Administrative Building only.

(a) Noonday WRF – 415 Shallowford Road, Kennesaw, GA 30144

(b) Northwest WRF – 3740 Highway 293, N.W., Kennesaw, GA 30144

(c) R.L. Sutton WRF / R.L. Sutton WRF Outfall – 5175 South Atlanta Road, Smyrna, GA 30080

(d) South Cobb WRF – 490 Lee Industrial Blvd, Austell, GA 30168

(3) All applications of mulch shall be a high grade pine straw spread to achieve a minimum depth of three (3) inches at each application of mulching.

(4) One application of mulch shall be applied during the month of March.

(5) The second application shall be applied during the month of October.

b) The necessity of additional pine straw for the purpose of achieving the mulching requirement above shall be at the contractor's expense.

c) Touch-up mulch applications may be necessary throughout the year as conditions warrant maintaining a mulch bed of three (3) inches in depth.

d) The Contractor shall provide all materials, labor, and equipment necessary to maintain the mulch beds at no additional expense to the owner.

e) All sticks, pinecones, or other debris shall be removed from all mulch beds.

f) All edges shall be rolled and tucked.

g) Contractor shall submit a cost for high grade pine straw by the bale and by bulk purchase on the Bid Proposal Form included in the Extended Service Pricing portion. This price is for any additional areas not specified in this document.

13. General Maintenance

a) Contractor shall be responsible for replacement of plants, flowers, sod, etc. due to contractor's maintenance or service errors. Example: If a tire on a zero turn mower removes a patch of grass leaving a bare spot, the bare spot must be replaced by healthy sod within 7 days.

b) Contractor is responsible for removal of plant material up to and including 15' foot in length killed and or damaged during periods of extreme conditions. These conditions include ice or windstorms.

14. Supervision

a) Weekly visits and inspections of sites selected by the Owner's representative may be required with the Contractor's representative to insure that all tasks are being performed in accordance with this agreement.

b) A report of the improvements and/or corrections noticed during the visit and inspection to sites shall be submitted to the Owner by the Contractor's representative, on the Contractor's letterhead, to be used for follow-up visits and inspections.

c) Weekly visits and inspections may be cancelled or rescheduled by the approval of the Owner's representative only.

d) When deemed necessary the Owner may request a meeting with the Contractor to discuss any issues pertinent to the contract.

e) Whenever the Contractor arrives at a site to perform work, it will be the responsibility of the Contractor's representative to inform the Owner's representative, at each site, of the Contractor's scheduled activities.

(1) After tasks are completed the Contractor will be responsible to again contact the Owner's site representative and review the list with the designated person on site using a checklist that describes in layman's terms all tasks that were accomplished.

(2) Anything that is scheduled to be completed but is not completed shall be noted on the checklist as to the reason why it was not completed.

(3) It will be at the discretion of the Owner's site representative to walk the site with the Contractor to insure accuracy of the checklist.

(4) After receiving the signature of the Owner's representative, the Contractor will leave a copy with the Owner's site representative.

(5) The originals from all signed checklists are to be delivered to the Cobb County Water Systems Central Maintenance Building #5 Contract Managers office located at 680 South Cobb Drive, Marietta, GA 30060 the following Monday.

(a) Checklists will be used in determining payment approvals.

(b) Any contracted tasks that are not completed for any reason including inclement weather conditions are to be completed immediately following the resolution of reasons for not completing the tasks specified in the contract. Incomplete tasks are NOT to be deferred to the next regular visit.

(c) All tasks that are not completed on scheduled visits shall be completed by use of extra labor forces, longer workdays or workweeks, or whatever measures necessary to meet the terms of the contract and to keep up the expected high standard appearance of each location.

(6) Contractor shall provide to the Owner's representative for approval a detailed schedule of activities outside the scope of weekly maintenance (i.e. fertilization, mulching, aeration, reseeding, color installation, etc.) 15 days prior to performing the tasks.

B. EXTENDED SERVICES

1. Bidders shall provide pricing for all services performed which are in addition to the Basic Services listed above.

2. The Owner is not obligated to utilize the services provided in addition to the Basic Services listed above.

3. Owner reserves the right to add or delete services identified as Extended Services throughout the term of the contract and any extensions through inclusion of services or by contract amendment(s).

4. Contractor shall provide unit pricing for “on demand” services listed on the Bid Proposal Form and may add additional services provided by the Contractor.

V. CONTRACTOR IDENTIFICATION REQUIREMENTS

A. Whenever working on Cobb County properties, the contractor shall ensure the following:

1. All contractor vehicles shall clearly display contractor’s company name and current phone number and/or address.
2. All contractor employees shall wear company uniforms that display the company name.

VI. DAMAGE TO PROPERTY

A. Contractor shall be responsible for all damage caused to signs, buildings, trees, shrubs, turf, vehicles, or any other property damaged while performing work herein, while maintaining all Primary, Secondary, or Ancillary areas.

NOTE: DUE TO REPEATED DAMAGE TO PRIVATE VEHICLES – All mowing and leaf blowing in the immediate vicinity of the parking lots at the water operations campus, the water administration campus and the water lab MUST be accomplished on Saturdays and/or Sundays or after 5:30 PM during the week. See Appendix 1 for aerial view of affected areas.

B. Contractor is responsible for all damage caused by edging to signs, buildings, trees, shrubs, turf, and vehicles.

C. Contractor shall repair or replace damaged property within three (3) business days of accident and the Contractors expense.

D. Contractor shall provide a written statement to the Owner describing how the accident occurred and preventative measures the Contractor will take to prevent reoccurrence.

VII. EDUCATIONAL RAIN GARDEN LANDSCAPING PROJECT

THIS IS A HIGH PRIORITY SITE.

The following instructions are site specific instructions for the care and maintenance of the Educational Rain Garden Landscaping Project. The area identified as the Educational Rain Garden Landscaping Project shall apply to all vegetated areas including turf, planting beds and naturalized areas surrounding the Water Quality Laboratory (662 South Cobb Drive) – see Figure 1. Reference Map for details

A. Maintenance

1. The Educational Garden Definition

The Educational Garden is a demonstration area that requires special care. The Garden is intended to display natural restoration techniques and to attract wildlife. Most of the plants are native species that could be considered weeds in another context. Always select chemical products with the least environmental impact, apply lowest labeled rates and refer to the University of Georgia Pest Management Handbook.

2. Leaf and debris removal

- a) Limit leaf blowing to lawn, stone paths, outdoor classroom and dry streambed. Blow leaves into planting beds
- b) Leave in place fallen leaves in planting beds and naturalized areas – do not remove
- c) Clear vegetation from stormwater channel and bank abutting the fence between November 1 and December 1. Cut back all plant material and compost off site;
- d) Remove by hand all garbage from planting beds, lawn, and naturalized areas and take off site
- e) Leave lawn clippings on turf areas to recycle nutrients.

3. Mowing

a) Lawn

- (1) Mow all turf areas every seven (7) days during growing season (April 15 to October 31), with a riding or push mower
- (2) Maintain Bermuda turf at 1 ½ inch height.
- (3) Leave lawn clippings on turf areas to recycle nutrients.
- (4) Ensure areas around and between experimental plots are mowed.

4. Edging

a) Lawn

- (1) Edge every 14 days during growing season

- (2) Edge all concrete and crushed stone surfaces and all planting beds and the edge of the lawns adjacent to the natural and experimental areas.
 - (3) Edge Planting beds including the backside of the Rain Garden Cosesst to Atlanta Road and along the dry streambed at the channel and turf intersection.
 - (4) Perform chemical trimming only as needed, in accordance with University of Georgia Pest Management Handbook. Use lowest labeled rate.
5. Dethatching
 - a) Lawn
 - (1) Remove thatch between May 15 and June 1 of each year, only when thatch exceeds ½ inch depth.
 6. Aeration
 - a) Lawn
 - (1) Use a core aerator between April 15 and May 15
 - (2) Aerate 2-3 inches deep, ½ inch diameter
 7. Renovation
 - a) Lawn
 - (1) Lay sod or plant plugs as needed on thin, bare or dead areas.
 8. Fertilizing and Liming
 - a) Lawn
 - (1) Fertilize at low maintenance level according to University of Georgia soil test results
 - (2) Lime according to University of Georgia soil test results.
 - b) Planting beds:
 - (1) No fertilizing, no liming.
 - c) Natural Areas:
 - (1) No fertilizing and no liming.
 9. Disease control
 - a) Lawn
 - (1) Only as needed, apply in accordance with University of Georgia Pest Management Handbook. Use lowest labeled rate
 - (2) Protect temporarily adjacent planting beds when spraying.
 - b) Planting beds
 - (1) No chemical disease control permitted
 - (2) In the event of widespread disease, Owner will identify affected plants for removal by contractor.
 - (3) Note: Many plant species have been selected intentionally to attract butterfly caterpillars and other insects.

10. Weed control

a) Lawn

- (1) Apply pre-emergent twice yearly, once between February 21 and March 1, and a second time between September 7 and September 21
- (2) Use lowest labeled rate in accordance with University of Georgia Pest Management Handbook
- (3) Apply post-emergent herbicide as needed at lowest labeled rate in accordance with University of Georgia Pest Management Handbook
- (4) Temporarily protect adjacent planting beds when spraying.

b) Planting beds

- (1) Hand weed all planting beds once every 14 days
- (2) Absolutely no herbicide is to be used in planting beds.

c) Gravel Paths and Dry Rock Bed

- (1) Hand weed once every 14 days

11. Pruning

- a) Ornamental grasses: Cut above new growth tips and compost off site between January 21 and February 7.

12. Mulching

a) Planting beds

- (1) Apply mulch twice yearly, once between March 1 and March 15, and a second time between September 15 and October 1
- (2) Touch up throughout the growing season as conditions dictate
- (3) Mulch shall be natural colored hardwood chips, no pine straw permitted
- (4) Apply mulch and maintain at a depth of 3"
- (5) Do not pile mulch against trunk and stem
- (6) Apply mulch around experimental plots to cover fabric.

b) Natural Areas

- (1) Natural Area #1
 - (a) No mulching required.
- (2) Natural Area #2
 - (a) Apply natural colored hardwood chips annually to a depth of 3 inches.
 - (b) Do not pile mulch / chips against trunks and stems.
- (3) Natural Area #3
 - (a) Apply pine straw mulch annually to a depth of 3 inches.
 - (b) Do not pile mulch against trunks and stems.
 - (c) Remove weeds prior to mulching.

(d) Hand-weed every 14 days.

c) Gravel Paths & Dry Rock Bed

(1) Hand-weed every 14 days.

d) Outdoor Classroom Area

(1) Keep area free of weeds.

e) Experimental Plots

(1) NO WEEDING within plots.

(2) Treat any weed encroachment from experimental beds into adjacent lawn areas.

(3) Protect experimental plots from any spray used on adjacent lawn areas.

B. Maintenance Performed by Owner

Owner staff may conduct additional pruning, planting, general maintenance or plant division throughout the Garden, independently of the Contractor's obligations

C. Annual flower beds

Annuals in the two planting beds at the Rain Garden entrance will be selected, planted and maintained by Owner – see reference map.

D. Plant Replacement

1. Contractor is responsible for any plant damage or loss.

2. Replacement plants must be of same species as the ones removed, at nearest caliper available in nurseries

E. Planting plan and species list

1. available upon request at water_rsyp@cobbcounty.org

VIII. LOCATIONS

A. Primary Locations

1. Water System Customer – 660 South Cobb Drive, Marietta, GA 30060

2. Water Quality Lab – 662 South Cobb Drive, Marietta, GA 30060

a) Note: There is an Educational Rain Garden adjacent to the Water Quality Lab that will require special care and attention as described in Section VII of this document.

3. Water System Field Operations Center #2 – 680 South Cobb Drive Marietta, GA 30060

a) Extension Services Building #3/Warehouse Building #4

b) Central Maintenance Facility Building #5

4. Cobb County Tag Office 700 South Cobb Dr, Marietta, GA 30060
5. Noonday WRF – 415 Shallowford Road, Kennesaw, GA 30144
6. Northwest WRF – 3740 Highway 293, N.W., Kennesaw, GA 30144
7. R.L. Sutton WRF / R.L. Sutton WRF Outfall – 5175 South Atlanta Road, Smyrna, GA 30080
8. South Cobb WRF – 490 Lee Industrial Blvd, Austell, GA 30168

B. Secondary Locations

1. Chattahoochee Tunnel #1254 – Elizabeth Lane, Smyrna, GA
2. Chattahoochee Tunnel #22901 – Circle 75 Pkwy, Atlanta, GA
3. County Line Lift Station – 2705 County Line Rd
4. Austell Road Water Tank – Privette Rd.
5. Sweetwater Lift Station – 1225 Blairsbridge, Douglas Co.
6. Nickajack Lift Station – 7167 Discovery Blvd
7. Six Flags Lift Station – 842 Troon Circle
8. Old Noonday Plant – Way Bridge Dr.
9. Lost Mountain Water Tank – Schofield Dr (off Dallas Hwy)
10. Sweat Mountain Water Tank – 4550 High Rock Terr
11. Sweat Mountain Station – 4260 Sandy Plains Rd.
12. Proctor Creek L/S – Hwy 93
13. Plant Akinson L/S – 4964 Plant Akins Rd
14. Brushy Mtn. Tank – 1751 Noonday Church Rd
15. Brushy Mtn. Stat – 1682 Noonday Church Rd
16. Mars Hill Lift Station – 3950 Mars Hill Rd
17. Wood Valley – 5010 Dewberry Circle
18. Willeo Creek – 5660 Timber Ridge Rd
19. Rubes Creek – 1581 Jamerson Rd

20. Tanyard Creek – 4857 Bartow Rd

21. West Hampton #1 – 3557A West Hampton Dr.

IX. COBB COUNTY SUSTAINABLE PRACTICES POLICY EXCERPT

Any application of chemical additions shall comply with the Sustained Practices Policy as adopted by the Cobb County Board of Commissioners.

Adopted by the Cobb County Board of Commissioners February 24, 2009

III. Landscaping and Grounds Maintenance Standards

A. *Organic and Drought Tolerant Landscape Practices Policy: The County recognizes the importance of appropriate landscape practices for the protection of our water supply and our properties, and for the enjoyment of these resources by our citizens. Accordingly, the following policy is adopted for developing and managing county properties.*

Organic and Drought Tolerant Landscape Practices Policy

- *Select plants that are regionally adapted to the average rainfall of the area. Ensure plants are planted appropriate to site characteristics: shade, proximity to building, slope of site, and size of planting area. Group plants with similar water needs together.*
- *When landscaping a new facility preserve established vegetation growing on a site; it has an extensive root system and requires less irrigation water than newly planted trees and shrubs. Group plants with similar water needs together. High water use plants should comprise no more than 30% of the site.*
- *Concentrate seasonal color in small, high impact areas to reduce overall water requirements.*
- *Use practical turf areas and turfgrass that are best adapted to Cobb County's climate. Plant selection and adaptation are the most important factors in planning, planting, and maintaining a landscape for water conservation. A properly selected grass species or cultivar is more likely to thrive and need fewer inputs (e.g. water, fertilizer, pesticides, etc.). Selection and adaptation include the influence of environmental factors as well as the ability of the turfgrass plant to withstand periodic dormancy.*
- *Modify the root zone. Improvement in either the chemical or physical characteristics of the soil can reduce turfgrass irrigation needs by enhancing infiltration of rainfall, increasing soil moisture retention and promoting deeper rooting to reduce water leaching beyond the root zone. Soil needs to be amended with organic materials as needed to encourage water retention and deep root penetration. Unamended clay soils do not allow for deep root growth and requires excess water and maintenance. This practice involves understanding Cobb County's soils. The water and nutrient holding capacity of soils are different. Clay soils of the Piedmont need to be modified or managed in order to increase water retention on the site, minimize run off, limit the need for fertilizer and encourage deep root growth.*
- *Base the irrigation system design on the site landscape design, water use zones, and water use of the matured landscape. An irrigation plan and irrigation system diagram should be left with the County when the job is finalized and approved.*

- *Upon completion of the irrigation system installation, conduct a field performance audit to determine distribution uniformity and precipitation rates for each zone. This field audit should be conducted by a certified landscape auditor with a current (CLIA) certification from the Irrigation Association. System efficiency rating of 75% or greater is required. The system should be adjusted to reach at least 75% efficiency.*
- *Perform a thorough irrigation system inspection annually. Every 3 years a full irrigation system audit by a certified irrigation auditor with a current (CLIA) from the Irrigation Association. At least a 75% irrigation system efficiency rating is required. The system should be adjusted and repaired to reach the 75% efficiency rating if it fails to meet that efficiency.*
- *Prepare the planting bed properly by deep tilling to a depth of 8 to 12 inches. When planting individual plants, dig a wide planting hole to provide a favorable rooting environment. A large planting hole and deep tilling will allow roots to expand more easily and the plant will develop a strong root system, better able to sustain the plant during times of drought.*
- *Apply 3 to 5 inches of mulch on the soil surface after planting to conserve soil moisture and help maintain a uniform soil temperature, while preventing weeds that compete with plants for light, water, and nutrients. Fine-textured mulches prevent evaporative water loss better than coarse-textured mulches. For best water efficiency, mulch out to the drip line of plants (the outer edge of the leaves or branches) At least a 1-inch circumference bare area must be left around the base of the plant. Piling mulch against the trunk causes insect infestation and disease.*
- *Test soil to provide the best gauge for fertilization requirements of the landscape. Soil must be amended as indicated by the test to ensure plant health. A healthy landscape is more water efficient. Proper nutrition enables plants to better use available water and to conserve it during dry periods. Over-fertilization increases plant stress during times of drought.*
- *Scout the site and identify the problem weeds and insects.*
- *Develop an appropriate control program for the target, problem weeds and insects.*
- *Select and use LEED™ approved, environmentally friendly fertilizers and weed and insect control chemicals when their use is required and they are both cost effective and perform effectively.*

Cobb County General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site (www.purchasing.cobbcounty.ga.gov) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received in writing by 5:00 pm on the seventh (7th) working day prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcounty.ga.gov.

Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all **applicable addenda prior to bid submittal**.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Bid, Pay, & Performance Bonds

A five percent (5%) bid bond, one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

XI. Insurance

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.

3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

XII. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the

price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

XIII. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIV. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XV. Reject And Withdraw Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XVI. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. The County's normal payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XVII. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting

competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XX. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXIII. Alterations Of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXIV. Termination For Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXV. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXVI. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a bodily injury, sickness, disease, or death; or injury to or destruction of tangible property

including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXVII. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

**XXVIII. Compliance with Georgia Security and Immigration Compliance Act
PROCEDURES & REQUIREMENTS**
(Effective 10-28-2010 - Supersedes All Previous Versions)

BACKGROUND

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

DEFINITIONS

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents **MUST INCLUDE** a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
 - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
 - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
 - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
 - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
 - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
 - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A.

§ 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

(g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

(h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

FORM ATTACHMENTS:

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A)**

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

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 contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986(IRCA)<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public Commission Expires: _____

Effective 10-28-2010

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor 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 Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201__

Notary Public Commission Expires: _____

Effective 10-28-2010

IMMIGRATION COMPLIANCE CERTIFICATION
(Required to be completed by Contractors and all Subcontractors)
(EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

<i>(Project Name/Description)</i>		

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Employer Name & Address:

Signature of Officer

Printed Name/Title

Date

SWORN AND SUBSCRIBED BEFORE ME
ON THIS THE ____ DAY OF _____, 201_

Notary Public
Commission Expires: _____

Effective 10-28-2010

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

***** Instructions *****

1. Contractor/Vendor is furnished the one-page *DBE Monthly Participation Report* with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

Exhibit C
Cobb County Government Disadvantaged Business Enterprise Participation
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: \$ _____ Payment amount requested at this time: \$ _____

1. Are YOU, the Prime Contractor a DBE business? YES _____ NO _____
 2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
 Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

SAMPLE CONTRACT

AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS
100 CHEROKEE STREET
MARIETTA, GEORGIA 30060

CONTRACTOR: contractor name.
address

WORK: Annual Maintenance Agreement to provide Grounds Maintenance Services for the Cobb County Water System: The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #12-XXXX Annual Maintenance Agreement to provide Landscaping Maintenance Services for the Cobb County Water System, including any addenda thereto, (aka Project Manual), and the Contractor's Bid Proposal. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: March, 2012 to March , 2013, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: Landscaping Maintenance Services for the Cobb County Water System in accordance with the Project Manual for all properties listed in the Special Terms and Conditions of Sealed Bid # 12- XXXX Landscape Maintenance Services for the Cobb County Water System .

PRICE: Basic Services included in the Project shall be billed in twelve monthly payments of \$X,XXX.xx per month for a total of \$XX,XXX.xx for the contract term. Educational Rain Garden Landscaping Project shall also be billed in twelve monthly payments of \$X,XXX.xx per month for a total of \$XX,XXX.xx for the contract term. The total value of this contract shall be (Price in Words (\$XX,XXX.xx)).

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Ga. 30060

Contractor Name
Street Address
City, State, ZIP

By:

By:

Title:

Title:

Date:

Date:

Federal Tax ID Number:

PAYMENT BOND

COBB COUNTY BOARD OF COMMISSIONERS
c/o COBB COUNTY WATER SYSTEM
WATER PROTECTION DIVISION
680 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060
PAYMENT BOND

Bond Number:

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal,
hereinafter called "Contractor", and _____, a
corporation duly organized under the laws of the State of _____ listed in the latest issue of
U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, hereinafter called "Surety",
are held and firmly bound unto Cobb County, Georgia, hereinafter called "Owner", in the sum of
_____ (in words), (\$ _____) (in figures),
for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves,
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Contractor has entered into a written contract commencing _____,
2012 with the Owner for performance of _____
in accordance with drawings and/or specifications prepared by or for Cobb County which contract is by
reference made a part of this bond by reference as if fully set forth herein, and is hereinafter referred to
as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as an entity having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, "labor and material" being construed to include but not limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be due claimant, and have execution thereon. The Owner shall not be liable for the payment of any judgment costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial specifics and accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner and/or Surety, at the addresses provided in the Contract or in this bond, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - 2. After one (1) year from the completion of Contract and the acceptance by Owner of the work herewith, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 3. Other than in a state court of competent jurisdiction in and or the county or of the state in which the project, or any part thereof, is situated.
- C. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

E. PROVIDED FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS HEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this day of _____, 2012.

Attest:

Signature

By: _____

Typed Name

Title

Attest:

By: _____

Surety

(SEAL)

Signature of Attorney-in-Fact

Principal/Contractor

(SEAL)

Typed Name of Attorney-in-Fact

(Attach Certified & Dated Power of Attorney)

DO NOT DATE FIRST PAGE OF PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.

(Bond must not be dated prior to date of Agreement)

Page 3 of 3

PERFORMANCE BOND

COBB COUNTY BOARD OF COMMISSIONERS
c/o COBB COUNTY WATER SYSTEM
WATER PROTECTION DIVISION
680 SOUTH COBB DRIVE
MARIETTA, GEORGIA 30060

PERFORMANCE BOND

Bond Number:

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as

Principal, HEREINAFTER called "Contractor", and

_____, a corporation duly organized under the laws of the State of

_____ listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as
Surety, hereinafter called "Surety", are held and firmly bound unto Cobb County, Georgia,
hereinafter called "Owner", in the sum of _____ (in

words), (\$ _____) (in figures), for the payment of which sum, well and truly to be
made, the Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract commencing _____, 2012
with the Owner for performance of _____

in accordance with drawings and/or specifications prepared by or for Cobb County which
contract is by reference made a part of this bond by reference as if fully set forth herein, and is
hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, then this obligation shall be null and void;
otherwise shall remain in full force and effect.

PROVIDED, FURTHER, that it Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract or to the work to be
performed HEREUNDER or the specifications accompanying the same shall in any way affect its

obligation on this bond, and it does HEREBY waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

WHEREFORE Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations HERETOFORE, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due. Notwithstanding the above, in the event of failure by the Contractor to perform its obligations under said contract, the Owner may provide written notice of Contractor's default to Surety at its address and Surety shall cause to be paid within ten (10) days of receipt of Owner's notice such amount certified by Owner to be owing from Contractor pursuant to the Contract.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

The Surety may only cancel this bond by first providing thirty (30) days written notice to Owner and Contractor. Such cancellation shall not discharge the Surety from liability already accrued under this bond prior to the expiration of the thirty (30) day period.

IN WITNESS HEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

Attest:

By: _____

Attest:

By: _____

Principal/Contractor (SEAL)

Signature

Typed Name

Title

Surety (SEAL)

Signature of Attorney-in-Fact

Typed Name of Attorney-in-Fact

(Attach Certified & Dated Power of Attorney)

DO NOT DATE FIRST PAGE OF PERFORMANCE BOND. BOND DOCUMENT WILL BE
DATED BY BOC.

(Bond must not be dated prior to date of Agreement)

BID FORMS - Page 1 of 7
Landscape Maintenance Service for Cobb County Water System
Sealed Bid #12-5647

YEAR ONE – Primary Locations		Yearly Cost		Primary Locations	Yearly Cost
1.	Water System Customer Service		6	Cobb County Tag Office	
2.	Water Quality Lab		7	Noonday WRF	
3.	Water System Field Operations Center 2		8	Northwest WRF	
4.	Extension Services Bldg 3/Warehouse Bldg. 4		9	R.L. Sutton WRF / R.L. Sutton WRF Outfall	
5.	Central Maintenance Facility Building #5		10	South Cobb WRF	
				Primary Locations Total	\$

YEAR ONE – SECONDARY LOCATIONS					
	Secondary Locations	Yearly Cost		Secondary Locations	Yearly Cost
1.	Chattahoochee Tunnel #1254		12.	Proctor Creek L/S	
2.	Chattahoochee Tunnel #22901		13.	Plant Akinson L/S	
3.	County Line Lift Station		14.	Brushy Mtn. Tank	
4.	Austell Road Water Tank		15.	Brushy Mtn. Stat	
5.	Sweetwater Lift Station		16.	Mars Hill Lift Station	
6.	Nickajack Lift Station		17.	Wood Valley	
7.	Six Flags Lift Station		18.	Willeo Creek	
8.	Old Noonday Plant		19.	Rubes Creek	
9.	Lost Mountain Water Tank		20.	Tanyard Creek	
10.	Sweat Mountain Water Tank		21.	West Hampton #1	
11.	Sweat Mountain Station				
				Secondary Locations Total	

YEAR ONE – EDUCATIONAL RAIN GARDEN					
					Yearly Cost
1.	<u>Educational Rain Garden</u>				
				Rain Garden Total	
TOTAL COST - YEAR ONE (Primary & Secondary Locations, Educational Rain Garden)					\$

BID FORMS – Page 2 of 7
Landscape Maintenance Service for Cobb County Water System
Sealed Bid #12-5647

YEAR TWO – Primary Locations		Yearly Cost		Primary Locations	Yearly Cost
1.	Water System Customer Service		6	Cobb County Tag Office	
2.	Water Quality Lab		7	Noonday WRF	
3	Water System Field Operations Center 2		8	Northwest WRF	
4	Extension Services Bldg 3/Warehouse Bldg. 4		9	R.L. Sutton WRF / R.L. Sutton WRF Outfall	
5	Central Maintenance Facility Building #5		10	South Cobb WRF	
				Primary Locations Total	

YEAR TWO – SECONDARY LOCATIONS					
	Secondary Locations	Yearly Cost		Secondary Locations	Yearly Cost
1.	Chattahoochee Tunnel #1254		12.	Proctor Creek L/S	
2.	Chattahoochee Tunnel #22901		13.	Plant Akinson L/S	
3.	County Line Lift Station		14.	Brushy Mtn. Tank	
4.	Austell Road Water Tank		15.	Brushy Mtn. Stat	
5.	Sweetwater Lift Station		16.	Mars Hill Lift Station	
6.	Nickajack Lift Station		17.	Wood Valley	
7.	Six Flags Lift Station		18.	Willeo Creek	
8.	Old Noonday Plant		19.	Rubes Creek	
9.	Lost Mountain Water Tank		20.	Tanyard Creek	
10	Sweat Mountain Water Tank		21.	West Hampton #1	
11.	Sweat Mountain Station				
				Secondary Locations Total	

YEAR TWO – EDUCATIONAL RAIN GARDEN					
					Yearly Cost
1.	<u>Educational Rain Garden</u>				
				Rain Garden Total	
TOTAL COST -YEAR TWO (Primary& Secondary Locations, Educational Rain Garden					\$

BID FORMS – Page 3 of 7
Landscape Maintenance Service for Cobb County Water System
Sealed Bid #12-5647

YEAR THREE – Primary Locations		Yearly Cost		Primary Locations	Yearly Cost
1.	Water System Customer Service		6	Cobb County Tag Office	
2.	Water Quality Lab		7	Noonday WRF	
3	Water System Field Operations Center 2		8	Northwest WRF	
4	Extension Services Bldg 3/Warehouse Bldg. 4		9	R.L. Sutton WRF / R.L. Sutton WRF Outfall	
5	Central Maintenance Facility Building #5		10	South Cobb WRF	
				Primary Locations Total	

YEAR THREE – SECONDARY LOCATIONS

	Secondary Locations	Yearly Cost		Secondary Locations	Yearly Cost
1.	Chattahoochee Tunnel #1254		12.	Proctor Creek L/S	
2.	Chattahoochee Tunnel #22901		13.	Plant Akinson L/S	
3.	County Line Lift Station		14.	Brushy Mtn. Tank	
4.	Austell Road Water Tank		15.	Brushy Mtn. Stat	
5.	Sweetwater Lift Station		16.	Mars Hill Lift Station	
6.	Nickajack Lift Station		17.	Wood Valley	
7.	Six Flags Lift Station		18.	Willeo Creek	
8.	Old Noonday Plant		19.	Rubes Creek	
9.	Lost Mountain Water Tank		20.	Tanyard Creek	
10	Sweat Mountain Water Tank		21.	West Hampton #1	
11.	Sweat Mountain Station				
				Secondary Locations Total	

YEAR THREE – EDUCATIONAL RAIN GARDEN

		Yearly Cost
1.	<u>Educational Rain Garden</u>	
Rain Garden Total		

TOTAL COST -YEAR THREE (Primary&Secondary Locations, Educational Rain Garden

Bid Form – Page 4 of 7
Landscape Maintenance Service for Cobb County Water System
Sealed Bid #12-5647

Extended Services/On Demand Services YEAR ONE

A. Labor Agreement:

- 1. Landscape Man hour, hourly rate \$ _____
- 2. Irrigation Man hour, hourly rate \$ _____
- 3. Skid Steer loader, daily rate \$ _____
- 4. Trencher, daily rate \$ _____
- 5. Boring, per linear foot \$ _____
- 6. Loading/Hauling, hourly or per day \$ _____/Hr \$ _____/Day
- 7. Material + _____% Markup \$ _____

Extended Services/On Demand Services YEAR TWO

B. Labor Agreement:

- 1. Landscape Man hour, hourly rate \$ _____
- 2. Irrigation Man hour, hourly rate \$ _____
- 3. Skid Steer loader, daily rate \$ _____
- 4. Trencher, daily rate \$ _____
- 5. Boring, per linear foot \$ _____
- 6. Loading/Hauling, hourly or per day \$ _____/Hr \$ _____/Day
- 7. Material + _____% Markup \$ _____

III. Extended Services/On Demand Services YEAR THREE

A. Labor Agreement:

- 1. Landscape Man hour, hourly rate \$ _____
- 2. Irrigation Man hour, hourly rate \$ _____
- 3. Skid Steer loader, daily rate \$ _____
- 4. Trencher, daily rate \$ _____
- 5. Boring, per linear foot \$ _____
- 6. Loading/Hauling, hourly or per day \$ _____/Hr \$ _____/Day
- 7. Material + _____% Markup \$ _____

ADDITIONAL SERVICES (CONTRACTOR ADD-ON)

CONTRACTOR'S QUALIFICATION STATEMENT

I. CONTRACTOR

Name of Contractor _____

Address of Contractor: _____

Primary Contact Person: _____

Telephone Number: _____

Type of Business Entity: _____
(corporation, sole proprietorship, partnership, p.c.)

Contractor does _____ or does not _____ anticipate using subcontractor(s) in the performance of this Work.

Contractor Business Entity Principals: _____

Primary Owners (if other than C-Corporation): _____

President: _____

Secretary: _____

Business is organized under the Laws of the State of _____

II. BANK REFERENCE

Primary Bank: _____

Relationship officer responsible for account: _____

Telephone Number: _____

III. BACKGROUND

Has Contractor ever done business under a different name? _____

If so, provide names: _____

Prior projects with Cobb County: _____

BID FORM Page 7 of 7

SIMILAR PROJECT EXPERIENCE

Bidders shall provide a separate list of at least five (5) references prepared on the Bidder's letterhead. Each reference shall contain the following information at a minimum. At least three (3) references must be current, active customers willing to allow the Owner to inspect their facilities to confirm the quality of work performed.

Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

Name of project: _____

Address of project: _____

Contact person with Owner: _____

Phone number: _____

COBB COUNTY CONFLICT OF INTEREST AND PROHIBITION AGAINST CONTINGENT FEES CERTIFICATION

By submitting this bid, the undersigned hereby certifies that to the best of his/her knowledge there are no circumstances which shall cause a Conflict of Interest in performing services for Cobb County.

(Initial)

Bid dated this _____ day of _____ 2012

Bidder:

Signed:

Title:

Address:

END OF BID FORM



Figure 2

Areas overlain in yellow are restricted to weekends or after business hours (5:30 pm) for mowing and leaf blowing due to a history of damage to private vehicles.



Figure 3.

Areas overlain in yellow are restricted to weekends or after business hours (5:30 pm) for mowing and leaf blowing due to a history of damage to private vehicles.