



INVITATION TO BID (ITB)

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|---|---|
| Bid Number: General Fund-1 | Project Name: Productive Urban Landscape Installations Release Date: 1/7/2020 |
| Due Date and Time: January 27 th , 2020 Local Time: 3:30 P.M. | Number of Pages: 52 |

| | |
|--|--|
| ISSUING DEPARTMENT INFORMATION | |
| CITY of Clarkston Robin Gomez – CITY Manager Issue Date: January 6th, 2020 Phone: 404-296-6489 | |

| | |
|--|---|
| INSTRUCTIONS TO BIDDERS | |
| Return Submittal to: CITY of Clarkston CITY Annex 1055 Rowland Street Clarkston, GA 30021 <u>ATTN:</u> Robin Gomez CITY Manager Hours of Operation: Mon.-Fri. 9am – 4pm | Mark Face of Sealed Envelope/Package: Bid #: GENERAL FUND -1 Name of Company or Firm: _____ <hr/> <ul style="list-style-type: none"> • Special Instructions: Deadline for Questions: 5:00 PM; January 20th, 2020 • Email questions to Larry Kaiser at (owner’s representative); kaiser@co-infra-services.com (call 404-909-5619 to confirm receipt of email) • Refer to Schedule of Events in bid package for additional instructions • A pre-bid meeting will not be held |

| | |
|---|---|
| BIDDERS MUST COMPLETE THE FOLLOWING | |
| Bidder Name/Address: | Authorized Bidder Signatory: (Please print name and sign in ink) |
| Bidder Phone Number: | Bidder FAX Number: |
| Bidder State I.D. Number: | Bidder E-mail Address: |
| BIDDERS MUST RETURN THIS COVER SHEET WITH BID RESPONSE | |

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**INVITATION TO BID
PRODUCTIVE URBAN LANDSCAPE INSTALLATIONS**

The CITY of Clarkston (CITY) is accepting sealed bids from qualified firms for the **PRODUCTIVE URBAN LANDSCAPE projects**. All work will be done in accordance with the specifications and project scope identified in the Invitation to Bid (ITB) unless otherwise noted, for the construction and completion of the work required. All bidders must comply with all general and special requirements of the bid information and instructions enclosed herein.

The installations of the Productive Urban Landscape projects shall be complete within **60 calendar** days from the date of issuance of Notice to Proceed.

CITY will receive sealed bids until **3:30 PM; January 27th, 2020 at CITY of Clarkston; CITY Annex, 1055 Rowland Street; Clarkston, GA 30021; ATTN: Robin Gomez; CITY Manager**. Bids received after this time will not be accepted. Bids will be publicly read aloud in the CITY of Clarkston CITY Annex Conference Room at approximately 3:35 PM on January 24th, 2020. All interested parties are invited to attend. Pre-bid conference will not be held. Apparent bid results will be posted on the CITY web site; www.clarkstonga.gov Bids received after the above date and time or in any location other than that specified will not be accepted.

Bidding Documents are available for download from the CITY web site; www.clarkstonga.gov

Bids shall be presented in a sealed envelope with the bid number (GENERAL -1), the name of the company or firm submitting and the project name clearly marked on the outside of the envelope. **ONE (1) ORIGINAL (PAPER) AND ONE (1) COPY (PAPER) MUST BE SUBMITTED**. Bids will not be accepted verbally, by fax, or email.

Award will be made to the vendor submitting the lowest responsive, reliable and responsible bid. The CITY reserves the right to reject any or all bids and re-advertise, to waive any informalities or irregularities and to make an award as deemed in its best interest. The written bid documents supersede any verbal or written prior communications between the parties.

The bid submittal shall also include a bid bond in the form of a certified check or cashier's check in the amount of five percent (5%) of the total bid, made payable to CITY of Clarkston, Georgia. Payment & Performance bonds will not be required on this project.

The CITY of Clarkston does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the CITY should be directed to the ADA Compliance Officer; Robin Gomez; 404-296-6489.

The contractor ensures that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The provisions of the Disadvantaged Business Enterprise (DBE) Program shall apply.

The DBE goal for this Project is 12%.

“The CITY of Clarkston”, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d— 42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.”

All questions regarding the bid documents shall be made via email to the Project Manager; kaiser@co-infra-services.com. The Project Manager will acknowledge receipt of questions. If bidder does not receive acknowledgement, it's the bidder's responsibility to contact the Project Manager at 404-909-5619 to ensure questions are received. The deadline to submit questions is 5:00 PM on January 20th, 2020. The CITY will post “Response to Questions and/or Addendum”, if applicable, on the CITY web site no later than 5:00 PM on January 21st, 2020.

Invitation to Bid GENERAL - 1
BIDDING INSTRUCTIONS

FAILURE TO RETURN THE FOLLOWING BID DOCUMENTS COULD RESULT IN THE BID BEING DEEMED NON-RESPONSIVE AND BEING REJECTED:

| Item | Description | Page(s) |
|-------------|---|----------------|
| 1 | Filled out and Signed Invitation to Bid | 1 |
| 2 | Bid Form and Addenda Acknowledgement (2 pages) | 9-10 |
| 3 | Bid Bond (3 pages) | 11-13 |
| 4 | Qualification Signature and Certification | 14 |
| 5 | List of Subcontractors & DBE Percentages | 15 |
| 6 | Contractor & Subcontractor Affidavit and Agreement (E-Verify) | 16-17 |
| 7 | Disclosure Form | 18 |
| 8 | Certificate of Sponsor Drug Free Workplace | 19 |
| 9 | Documented Work Experience | 20 |
| 10 | Bid Schedule of Items – Exhibit A (3 pages) | 24-26 |

INFORMATION AND INSTRUCTIONS

The purpose of this solicitation is to enter into a unit price contract with one firm to be the primary supplier for the work specified in the GENERAL-1 Bid Schedule and the contents of the Bid Package.

No specification expressed or implied shall be construed as any type of restrictive specification that would limit competition.

Unless clearly shown as “no substitute” or any words to that effect, any items in these contract documents which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive, but not restrictive and is to indicate the general quality and characteristics of products that may be offered. Each bid item for which an equivalent item is proposed must be individually identified on the bid sheet with the following information: brand name, model or manufacturer’s number or identification regularly used in the trade. Photographs, specifications and cut sheets shall be provided of the proposed alternative. The CITY shall be the sole judge of the suitability of the proposed alternative and may consider function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service or other relevant features.

The CITY reserves the right to cancel the contract at any time with 30 days written notice.

The CITY’s DBE goal is 12%.

Title to any supplies, materials, equipment or other personal property shall remain the Contractors’ until fully paid for by the CITY

All items to be bid FOB, 1055 Rowland Street, Clarkston, GA 30021. No sales taxes are to be charged.

Any damage to any building or traffic control device, or equipment incurred during the course of work shall be repaired at the contractor’s expense to the complete satisfaction of CITY with no additional expense to the CITY. Prime contractor shall perform **a minimum of 40%** of the work.

EVALUATION

The CITY intends to evaluate the Invitation-to-Bid (ITB) on the lowest, reliable and most responsive vendor. A decision not to select the low bidder could be based on reference checks that identify a history of poor work performance.

INSURANCE REQUIREMENTS

Within 5 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the CITY Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the CITY.

Within 5 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the CITY Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the CITY. Insurance requirements are provided below and included in the CONTRACT AGREEMENT (Section 7.K).

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the CITY's Attorney as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the CITY.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability of \$1,000,000 (one million dollars) limit per single occurrence, \$2,000,000 (two million dollars) umbrella, including coverage for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, vandalism, property loss and theft.
 - (b) Comprehensive Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- (a) General Liability and Automobile Liability Coverage.
 - (i) The CITY and CITY Parties are to be covered as insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY or CITY Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the CITY or CITY Parties. Any insurance or self-insurance maintained by the CITY or CITY Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY or CITY Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer agrees to waive all rights of subrogation against the CITY and CITY Parties for losses arising from Work performed by the Contractor for the CITY for General Liability coverage only.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the CITY and CITY Parties for losses arising from Work performed by the Contractor for the CITY.
- (c) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers authorized to do business in the State of Georgia and with an A.M. Best's rating of no less than A:VI.
- (6) Verification of Coverage: Contractor shall furnish the CITY with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the CITY within ten (10) days of the Notice of Award.

The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the Parties as additional insureds.

- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

- (9) CITY as Additional Insured and Loss Payee: The CITY shall be named as an additional insured and loss payee on all policies required by this Agreement, except the CITY need not be named as an additional insured and loss payee on any Workers' Compensation policy.

BONDING REQUIREMENTS

Each bid must be accompanied with a **BID BOND** (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the CITY. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

PAYMENT AND PERFORMANCE BONDS are not required for this project.

COST OF PREPARING A PROPOSAL

The costs for developing and delivering responses to this ITB and any subsequent presentations of the proposal as requested by the CITY are entirely the responsibility of the bidder. The CITY is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal. All materials submitted in response to this ITB become the property of the CITY.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

BID FORM and ADDENDA ACKNOWLEDGEMENT

TO: CITY OF CLARKSTON
1055 Rowland Street
ATTN: Robin Gomez

Ladies and Gentlemen:

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

Bid Number GENERAL FUND - 1
PRODUCTIVE URBAN LANDSCAPE PROJECTS

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

Unless otherwise directed, all work performed shall be in accordance with Standard Industry Practices for Productive Urban Landscape installations in the State of Georgia.

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

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

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and to complete all Work within Sixty (60) calendar days from the Notice to Proceed. If weather or material availability affects the required completion schedule, the CITY will provide a new completion date.

Attached hereto is an executed Bid Bond in the amount of _____ Dollars (\$) (Five Percent of Amount Bid). **Bid Bond Amount to be for the largest bid amount submitted.**

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

➤ Bidder acknowledges and has incorporated the following **Addenda** into the bid submittal:

| Addendum No. | Date Viewed |
|--------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Add additional pages as necessary for the Addendum

➤ Bidder acknowledges that it has read all of the CITY posted "**Response to Questions**" by checking the following box: YES

*****SUBMITTED BID THAT DOES NOT ACKNOWLEDGE THE **ADDENDUM AND/OR RESPONSE TO QUESTIONS** MAY BE CONSIDERED BY THE CITY AS AN INVALID BID *****

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____, 20_____

Bidder _____ (Seal)
Company Name

Bidder Mailing Address:

Signature: _____

Print Name: _____

Title: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

**BID BOND
CITY OF CLARKSTON, GEORGIA**

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (hereinafter referred to as the "CITY" (Name and Address):

CITY of Clarkston
1055 Rowland Street
Clarkston, GA 30021
ATTN: Robin Gomez

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the CITY, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

_____ (Seal)

_____ (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title:

Signature and Title:

- Note:
- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
 - (2) Any singular reference to Bidder, Surety, the CITY or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the CITY upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 The CITY accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the CITY) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
 - 3.2 All Bids are rejected by the CITY; or
 - 3.3 The CITY fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the CITY, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the CITY and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, including but not limited to Title 32, Chapter 4, Article 4, Part 2 and Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20 _____

_____(Seal) (Signature)

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

LIST OF SUBCONTRACTORS & CONTRACTOR DBE %

I do _____, do not _____, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractor(s):

Company #1

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #2:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

Company #3:

Company Name: _____

Company Address: _____

Company President & Phone Number: _____

CONTRACTORS & PROPOSED DBE PERCENTAGES

NAME: _____ DBE % _____

NAME: _____ DBE % _____

ATTACH ADDITIONAL PAGES AS NECESSARY

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 the CITY has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the CITY, contractor will secure from such subcontractor(s) similar verification of compliance with OCGA § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 in the form attached hereto bid package. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

STATE OF GEORGIA

CITY OF CLARKSTON

SUB- CONTRACTOR E-VERIFY

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 the CITY has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned agrees that they shall be in compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08. Sub-contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY at the time the Contractor is retained to perform contract services with the CITY.

EEV / Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent Date

Print Sub- Contractor Name

Title of Authorized Officer or Agent of Sub-Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires: _____

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with CITY officials/employees or Owner's Representative (Collaborative Infrastructure Service employees).

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

Name and the official position of the CITY Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named CITY Official.

| Amount/Value | Description |
|--------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Please list any family member that is currently (or has been employed within the last 12 months) by the CITY and your relation:

[BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE]

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative
or _____

whose address _____

and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor’s employees during the performance or the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with _____
_____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

PROJECT WORK SCOPE

PROJECT TITLE

The CITY of Clarkston requests interested parties to submit formal sealed bids/proposals for the **GENERAL FUND – 1; URBAN PRODUCTIVE LANDSCAPE PROJECTS**

REQUIRED BIDDING DOCUMENTS

The submitted bid shall be based on the project details described in the following Specifications, Exhibits and the required submittals identified in the Bidding Instructions section of the ITB:

PROJECT DESCRIPTION

The Project consists of the selected contractor providing all labor, materials, plants and equipment in the installation of Productive Urban Landscapes and related tasks at three (3) locations as specified in the ITB exhibits

SPECIFICATIONS

Unless otherwise noted, all work associated with this contract shall be in accordance with Standard Industry Practices for Productive Urban Landscape installations in the State of Georgia.

The following are specifications and guidelines for this project.

PROSECUTION AND PROGRESS

Construction shall begin no later than 10 calendar days following the Notice to Proceed . The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within the calendar days indicated on the Bid Schedule. Inclement weather days and availability of materials, will not count against the available calendar days.

The Contractor will be required to complete installation work at Location #1 and #2 prior to March 31st, 2020. Location #3 will be available beginning February 15th, 2020 with work to be completed by no later than March 31st, 2020. The Owner's Representative will provide frequent updates to the selected Contractor regarding Location #3 availability. Contractor will be required to install trees and annuals/perennials per the schedule provided by the Owner's Representative within the time frames provided in the aforementioned.

Normal workday for this project shall be 9:00 AM to 4:00 PM and the normal work week shall be Monday through Friday. The CITY will consider extended workdays or workweeks upon written request by the Contractor on a case by case basis. No work will be allowed on county or state recognized holidays.

The work will require bidder to provide all labor, administrative forces, equipment, materials, plants and other incidental items to complete all required work. The CITY will require a pre-construction meeting prior to work commencement. The CITY assigned construction inspector will schedule the pre-construction meeting and will inspect all work tasks including a final punch list inspectio.. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance. The CITY will hold back ten percent (10%) from the final invoice for a period of 60 days to ensure work is deemed acceptable.

The Contractor shall provide all materials, plants, labor, and equipment necessary to perform the work without delay unto completion.

PERMITS AND LICENSES

None anticipated

OC/OA TESTING OF MATERIALS

None anticipated.

DEVIATION OF QUANTITIES

The quantities given are estimates only and will vary from those indicated. Payment will be made based on actual quantities of work completed and accepted. The CITY reserves the right to add or delete quantities at any time with no alterations in the submitted Unit Price. Contractor will notify the CITY in writing if additional items are identified or quantities of contract items will exceed plan. At no time will contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the CITY.

UTILITIES

Contractor shall be responsible for the cost and coordination of any utility relocation necessary to the completion of the work.

CONSTRUCTION TRAFFIC MANAGEMENT PLAN & SAFETY

The Contractor will be required to install "Construction Ahead" signs at Location #3. All

contractor and subcontractor employees will be required to wear DOT accepted safety vests when working at all three project sites.

GENERAL CONSTRUCTION GUIDELINES

1. **The Prime Contractor shall be required to perform a minimum of 40% of the total contract value work.**
2. All installations are located on CITY property. Work tasks at Location #1 will require a temporary construction easement from Refugee Coffee. The CITY will obtain this easement.
3. The work performed at Locations #1 & #3 are located within existing CITY infrastructure project work zones. The CITY will obtain permission from the CITY's contractor to ensure coordination occurs between all parties
4. The contractor shall be required to give 24 hour notice to the CITY Construction Inspector (Owner's Representative) before proceeding with any work.
5. The location maps depict the general layout of the Productive Urban Landscape elements. The selected contractor will be provided direction by the Owner's Representative on the specific locations of the plantings, walking paths and related project elements. Upon receiving guidance from the Owner's Representative, the Contractor will be responsible for the physical layout of the project elements.
6. At Location #3, a schematic layout (Exhibit D-1) is provided for informational purposes only. As stated in #5 above, the Owner's Representative will provide the specific footprint of the b various project elements for all 3 locations.
7. The Contractor will be provided various construction plans from existing infrastructure projects in the area of these projects to assist in locating utilities. The ultimate responsibility for utility locates resides with the selected Contractor
8. The nursery's in which the plants, topsoil and organic soil additives are purchased by the Contractor must be approved by the Owner's Representative. The plants must be #1 Grade and a reputable nursery in the southeast United States
9. Material submittals shall be provide to the Owner's Representative for wood and stone products (Location #3)
10. The selected Contractor will be required to pick-up the granite header curb at Friendship Forest Wildlife Sanctuary and deliver to Location #1. The Owner's Representative will identify the granite curb to be utilized. This material is granite curb removed from prior CITY improvement projects.
11. At Location #1, granite Header curb shall be installed as follows:
 - Width of excavation to be between 24 to 30 inches. Granite height shall be 10 inches (as measured from ground level to top of granite). Granite curb shall be placed on 4 inches base of concrete. Concrete shall be used on both sides of adjoining granite sections. Concrete may be mixed on site. Quikrete concrete mix or comparable material is acceptable
12. At Location #1, imported topsoil and organic soil additive shall to be mixed in place with existing soil and combined mixture used as backfill between the existing sidewalk and the back of granite header curb
13. At Location #3, the soil amendments have been incorporated into the 2 triangle areas by the CITY contractor performing the sidewalk improvements.

SCHEDULE OF EVENTS

FOR REFERENCE ONLY - DO NOT SUBMIT WITH BID RESPONSE

| Event: | Date: |
|--|--|
| Release of ITB | Monday, January 6 th , 2020 |
| Deadline for Written Questions | Monday, January 20 th , 2020; 5:00 PM |
| CITY to post on CITY web site "Response to Questions" and/or Addendum | January 21 st , 2020; 5:00 PM |
| Deadline for Bid Submittal | On or before January 27 th , 3:30 PM |
| Contract Signatures Both Parties | Approximately January 31 st , 2020 |
| Notice to Proceed Issued (On/about) | February 3 rd , 2020 |

*Submit questions via email to Larry Kaiser; kaiser@co-infra-services.com

Bids Due: January 27th, 2020 @ 3:30 PM

Bids are due to:

CITY of Clarkston
CITY Annex
1055 Rowland Street
Clarkston, GA 30021

ATTN: Robin Gomez
City Manager

NOTE: Hours of operation are from 9:00 AM until 4:00 PM Monday-Friday

(BIDDERS MUST RETURN THIS FORM WITH BID RESPONSE)
EXHIBIT A

BID SCHEDULE OF ITEMS (3 pages)

Contract Scope: Work required under the ccontract includes furnishing all labor, materials, plants and equipment for the installation of Productive Urban Landscapes and related tasks at the locations provided in the ITB

| City of Clarkston PRODUCTIVE URBAN LANDSCAPE LOCATION #1 – EXHIBIT B (Refugee Coffee) | | | | | | |
|--|----------------------------------|------------|-------------|-----------------------|---------------|---|
| PAY ITEM NOS. | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | COST | NOTE |
| 1 | GRADING COMPLETE | 1 | LS | | | Includes all soil backfilling and grading, fine grading, raking as necessary to match the top of curb elevation with the sidewalk surface including spaces between the Market Street pergola's. Also includes mixing the soil amendments with the existing soil on site. Topsoil to be from a qualified nursery meeting GDOT Specification Section 893. Topsoil included in this pay item |
| 2 | CORING | 7 | EA | | | Coring in pergola areas. Cores to be 8 inches diameter. Cores depth to soil – core materials are brick and unreinforced concrete. Care to provide clean cut into brick with no breakage of existing brick outside core location – owner to identify core locations. Approximate thickness of coring is 8 inches |
| 3 | GRANITE HEADER CURB | 94 | LF | | | Pickup, deliver and install granite curb per details provide in Project Scope of ITB |
| 4 | ORGANIC SOIL ADDITIVE | 10 | CY | | | Organic soil additive shall meet GDOT Specification 893; subsection 893.2.09. Refer to Exhibit E. Application rate is 3 inches or additive to 6 inches of existing soil |
| 5 | PLANTS | 1 | LS | | | Refer to Table 1 for plant inventory |
| 6 | WILDFLOWER SEED MIX | 2 | LB | | | Refer to Table 2 for wildflower seed mix |
| 7 | CONCRETE | 10 | CY | | | Quikrete or similar is acceptable |
| 8 | COMPOST | 3 | CY | | | Weed-free finished compost to be used as a mulch to reduce growth of grasses/weeds/invasives |
| 9 | CONTIGENCY | 1 | LS | \$1000 | \$1000 | To be utilized at the Owner's (CITY) discretion |
| | | | | SUB- TOTAL | \$ | |

City of Clarkston
PRODUCTIVE URBAN LANDSCAPE LOCATION #2 – EXHIBIT C (Friendship Forest)

| PAY ITEM NOS. | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | COST | NOTE |
|------------------------------|-------------------------------------|------------|-------------|-----------------------|---------------|--|
| 1 | GRADING COMPLETE | 1 | LS | | | Includes all grading, fine grading, raking and placement/mixing of soil amendments with existing soil in two areas within the Friendship Forest Wildlife Sanctuary – total area of approximately 5000 SF. Topsoil to be from a qualified nursery meeting GDOT Specification Section 893. Topsoil included in this pay item |
| 2 | RIVER OATS SEED | 2 | LB | | | To be used for weed control between the Bermuda lawn area and the wetlands |
| 3 | ROCK MEADOW SEED MIXTURE | 20 | LB | | | Refer to Table 3. Contractor to place in joints between granite curb meadow area. Hand placement may be necessary to increase seed to soil contact between pieces of granite |
| 4 | ORGANIC SOIL ADDITIVE | 20 | CY | | | Organic soil additive shall meet GDOT Specification 893; subsection 893.2.09. Refer to Exhibit E. Application rate is 3 inches or additive to 6 inches of existing soil |
| 5 | PLANTS | 1 | LS | | | Refer to Table 4 |
| 6 | COMPOST | 3 | CY | | | Weed-free finished compost to be used as a mulch to reduce growth of grasses/weeds/invasives |
| 7 | CONTINGENCY | 1 | LS | \$2000 | \$2000 | To be utilized at the Owner's (CITY) discretion |
| | | | | SUB- TOTAL | \$ | |

City of Clarkston
PRODUCTIVE URBAN LANDSCAPE LOCATION #3 – EXHIBIT D (Brockett Triangle)

| PAY ITEM NOS. | ITEM DESCRIPTION | QTY | UNIT | UNIT PRICE | COST | NOTE |
|---------------|--------------------------------|-----|------|------------------|---------------|--|
| 1 | GRADING COMPLETE | 1 | LS | | | Addition and mixing of organic soil additives to both areas to be undertaken by another contractor. This grading complete includes all fine grading, placement of walking trails (200 ft x 3 feet), planting beds and grading to ensure proper drainage. |
| 2 | ENTRY ARBOR TRELLIS | 2 | EA | | | Prepare foundation, purchase materials, install and stain 2 arbor trellis's. City to select stain – Sherwin Williams product. Refer to Exhibit F for plan details. All wood to be cedar |
| 3 | WOODEN FENCE | 450 | LF | | | Cedar fence – same product utilized at Friendship Forest wildlife Sanctuary; Refer to Exhibit G. Includes stain – color to be selected by the City – Sherwin Williams product |
| 4 | PLANTS | 1 | LS | | | Refer to Table 5 |
| 5 | COMPOST | 20 | CY | | | Weed-free finished compost to be used as a mulch to reduce growth of grasses/weeds/invasives |
| 6 | WILDFLOWER SEED MIXTURE | 3 | LB | | | Refer to Table 6. Seed to be obtained from Ernst Seed Company |
| 7 | PEARL SEED MIX | 30 | LB | | | To be used in lieu of sod |
| 8 | TOPSOIL | 75 | CY | | | For use in planting beds |
| 9 | TRAIL MIX | 20 | CY | | | To be used on permeable pathway; 8 in. x 200 ft. x 4 ft. |
| 10 | CONTINGENCY | 1 | LS | \$3500 | \$3500 | To be utilized at the Owner's (CITY) discretion |
| | | | | SUB-TOTAL | \$ | |

TOTAL BID (Locations #1- #3): \$

Print Total Bid Price for “LOCATIONS 1, 2 & 3”: (print):

NOTE: Bidders are required to submit a bid for all 3 areas. The CITY intends to award a contract to one contractor for all three areas. The ultimate decision resides with the CITY Council on whether to select one or multiple contractors to perform this work.

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the CITY, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) and that the submitted bid will be valid from the date of the contract signature by both parties to the date of the CITY's NTP issuance (duration not to exceed 60 days) and said submitted bid price shall remain valid during the entire duration of the construction.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

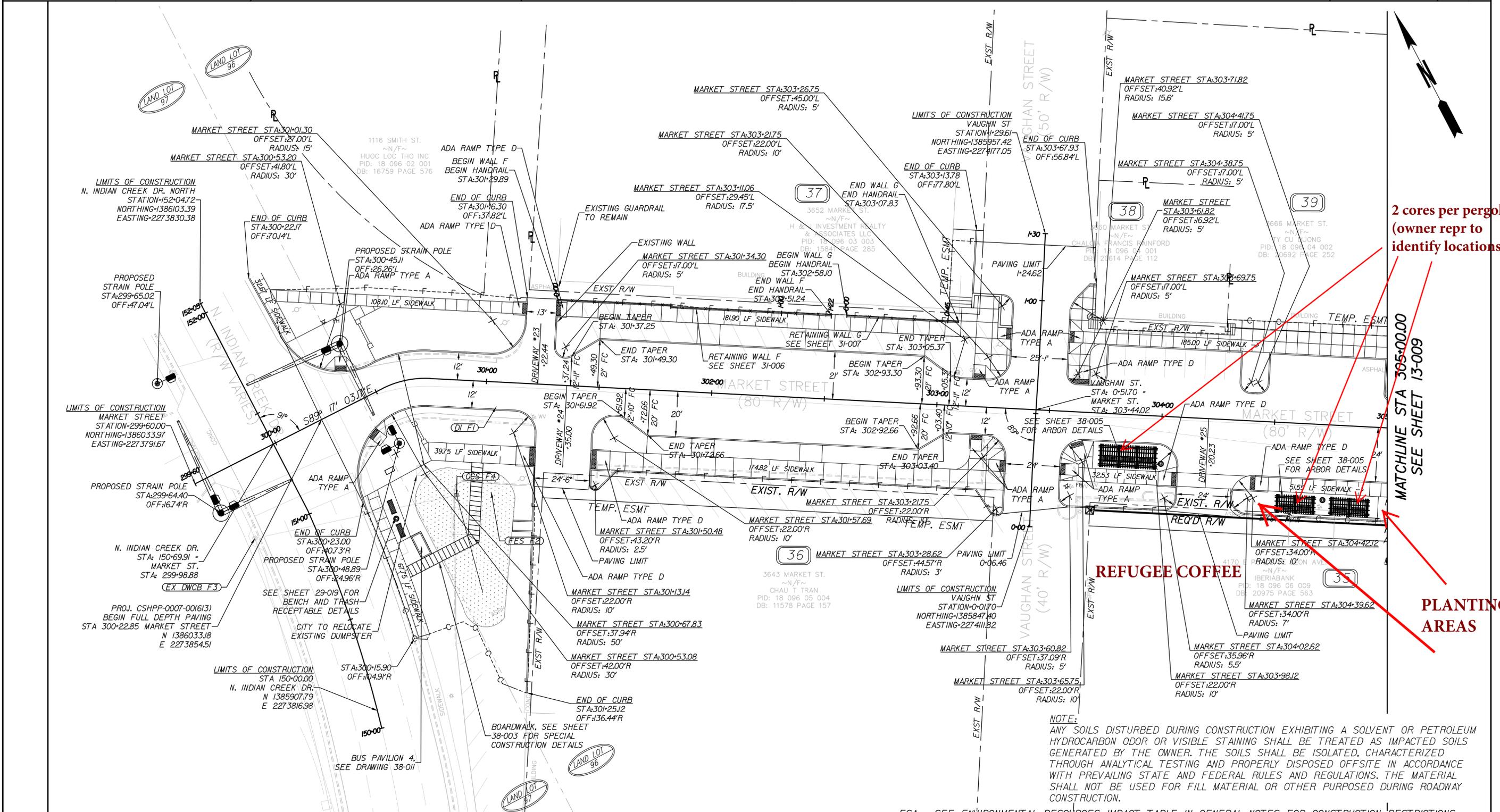
PRINT / TYPE NAME _____

TITLE _____

EXHIBITS

B-G

EXHIBIT B



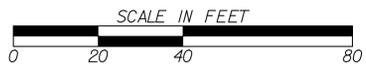
ESA - SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

ESA - ENV. SENSITIVE AREA (SEE ERIT 4-003)
 PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES



CITY OF CLARKSTON
 1055 ROWLAND STREET
 CLARKSTON, GA. 30021
 TEL: (404) 296-6489

AMEC FOSTER WHEELER
 1075 BIG SHANTY ROAD NW
 SUITE 100
 KENNESAW, GEORGIA 30144
 TEL: (770) 421-3400



REVISION DATES

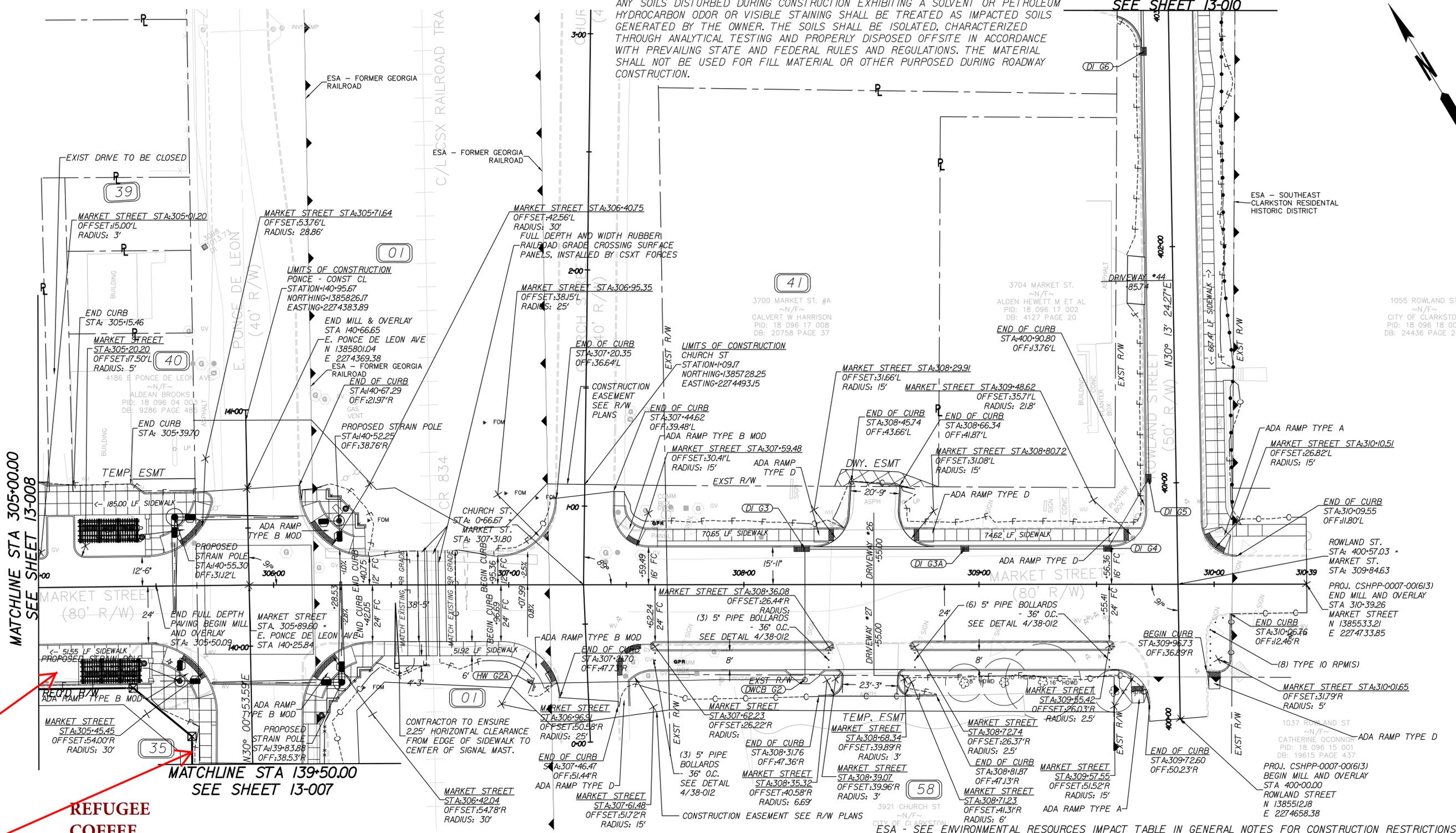
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MAINLINE ROADWAY PLANS
 MARKET STREET
 BEGIN TO STA. 305+00.00

| | | |
|----------------------|---------|------------------------------|
| CHECKED: G. BOWMAN | DATE: - | DRAWING No. 13-008 |
| BACKCHECKED: V. WORD | DATE: - | |
| CORRECTED: C. JUNG | DATE: - | |
| VERIFIED: G. BOWMAN | DATE: - | |

NOTE:
 ANY SOILS DISTURBED DURING CONSTRUCTION EXHIBITING A SOLVENT OR PETROLEUM HYDROCARBON ODOR OR VISIBLE STAINING SHALL BE TREATED AS IMPACTED SOILS GENERATED BY THE OWNER. THE SOILS SHALL BE ISOLATED, CHARACTERIZED THROUGH ANALYTICAL TESTING AND PROPERLY DISPOSED OFFSITE IN ACCORDANCE WITH PREVAILING STATE AND FEDERAL RULES AND REGULATIONS. THE MATERIAL SHALL NOT BE USED FOR FILL MATERIAL OR OTHER PURPOSES DURING ROADWAY CONSTRUCTION.

MATCHLINE STA 403+00.00
SEE SHEET 13-010



MATCHLINE STA 305+00.00
SEE SHEET 13-008

MATCHLINE STA 139+50.00
SEE SHEET 13-007

PLANTING AREA
REFUGEE COFFEE

Begin planting area between granite curb (to be installed) and existing sidewalk

ESA - ENV. SENSITIVE AREA (SEE ERIT 4-003)
 PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

CITY OF CLARKSTON
 1055 ROWLAND STREET
 CLARKSTON, GA. 30021
 TEL: (404) 296-6489

AMEC FOSTER WHEELER
 1075 BIG SHANTY ROAD NW
 SUITE 100
 KENNESAW, GEORGIA 30144
 TEL: (770) 421-3400

REVISION DATES

| NO. | DATE | DESCRIPTION |
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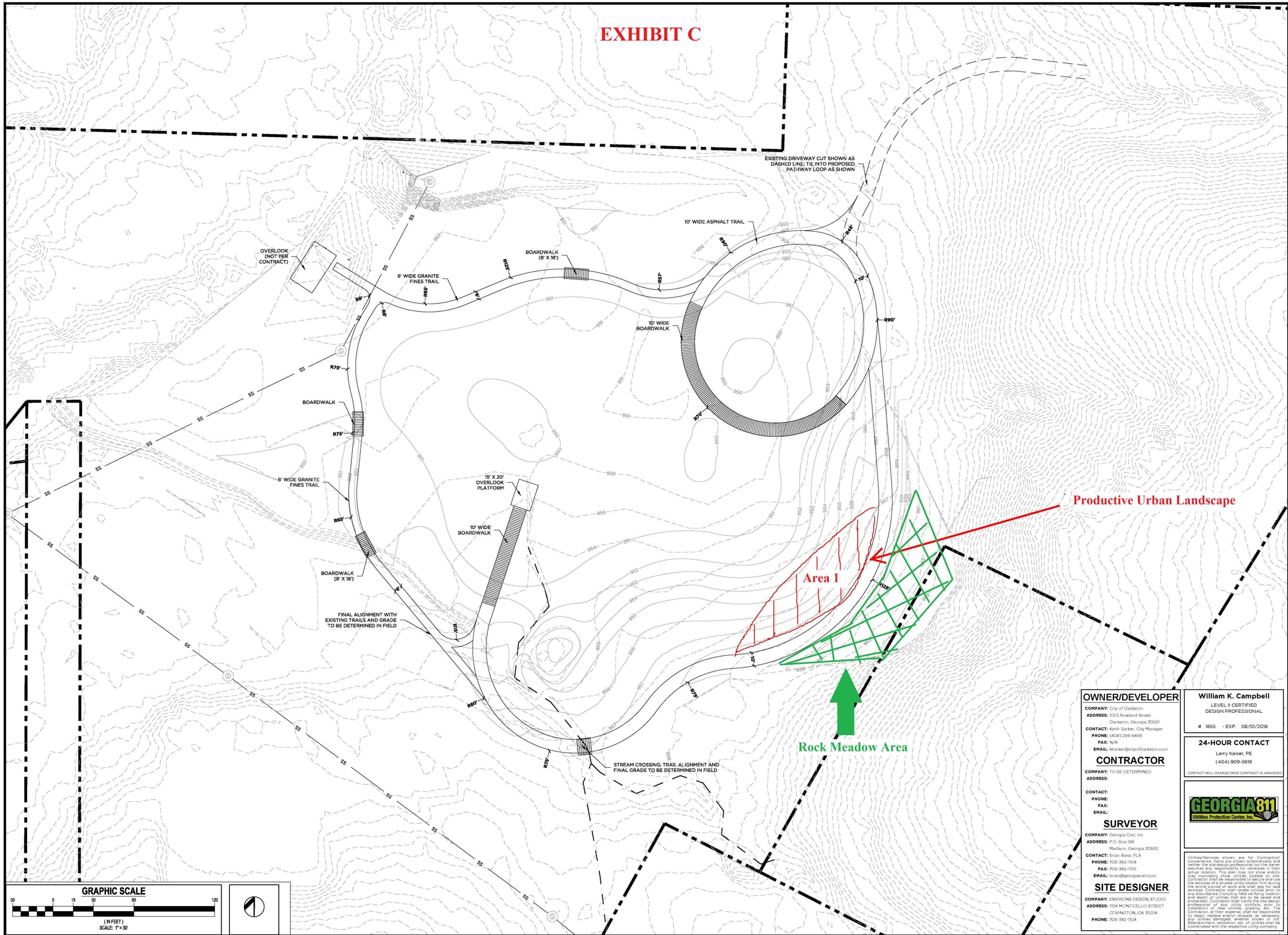
MAINLINE ROADWAY PLANS
MARKET STREET
STA. 305+00.00 TO 310+39.00

| | |
|----------------------|---------|
| CHECKED: G. BOWMAN | DATE: - |
| BACKCHECKED: V. WORD | DATE: - |
| CORRECTED: C. JUNG | DATE: - |
| VERIFIED: G. BOWMAN | DATE: - |

DRAWING No. 13-009



EXHIBIT C



| | |
|--|--|
| OWNER/DEVELOPER COMPANY: City of Clarkston ADDRESS: 1055 Rowland Street Clarkston, Georgia 30021 CONTACT: Keith Barker, City Manager PHONE: (404) 296-6489 FAX: N/A EMAIL: kbarker@cityofclarkston.com | William K. Campbell LEVEL II CERTIFIED DESIGN PROFESSIONAL # 1855 - EXP. 08/01/2018 |
| | 24-HOUR CONTACT Larry Kaiser, PE (404) 909-5619 COMPANY: TO BE DETERMINED ADDRESS: |
| CONTRACTOR COMPANY: TO BE DETERMINED ADDRESS: |  |
| SURVEYOR COMPANY: Georgia Civil, Inc. ADDRESS: P.O. Box 186 Madison, Georgia 30650 CONTACT: Brian Slate, PLS PHONE: 706-342-1104 FAX: 706-342-1105 EMAIL: brian@georgiacivil.com | <small>Utilities/Services shown are for Contractor's convenience. Items are shown schematically and neither the site design professional nor the owner assumes any responsibility for variances in their actual location. This plan may not show and/or may incorrectly show utilities located on site. Contractor shall be responsible to secure and use the services of a private utility locator firm during the entire course of work and shall pay for such services. Contractor shall locate utilities prior to any disturbance (including field marking location and depth of utilities that are to be saved and protected). Contractor shall notify the site design professional of any utility conflicts prior to installation of new utilities, grading, etc. The Contractor, at their expense, shall be responsible to repair, replace and/or relocate, as necessary, any utilities damaged, whether shown or not. Abandonment, relocation, etc. of utilities shall be coordinated with the respective utility company.</small> |
| SITE DESIGNER COMPANY: ENVIRONS DESIGN STUDIO ADDRESS: 1104 MONTICELLO STREET COWINGTON, GA 30014 PHONE: 706-342-1104 | |

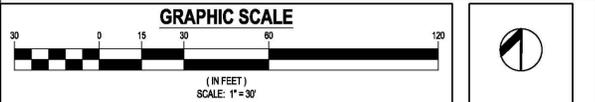


EXHIBIT C-1

SEE SEPTIC DETAILS SHEET FOR SOIL TEST AND CONSTRUCTION DETAIL FOR SEPTIC TANK AND ABSORPTION FIELD.

LIGHTING DESIGN BY OTHERS - SEE ELECTRICAL PLANS FOR LIGHTING SPECIFICATIONS

SEPTIC TANK & DRAINAGE FIELD CALCS

21 PARKING SPACES AND ONE RESTROOM FACILITY
 ASSUME 50 PEOPLE WILL USE THE TRAILS IN ONE DAY

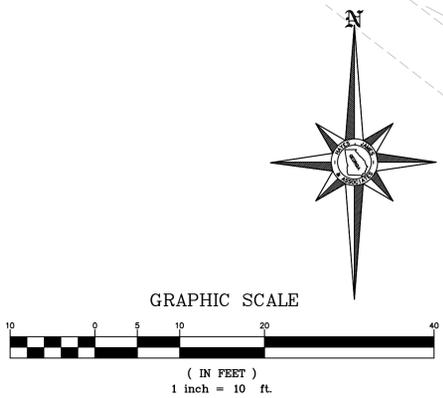
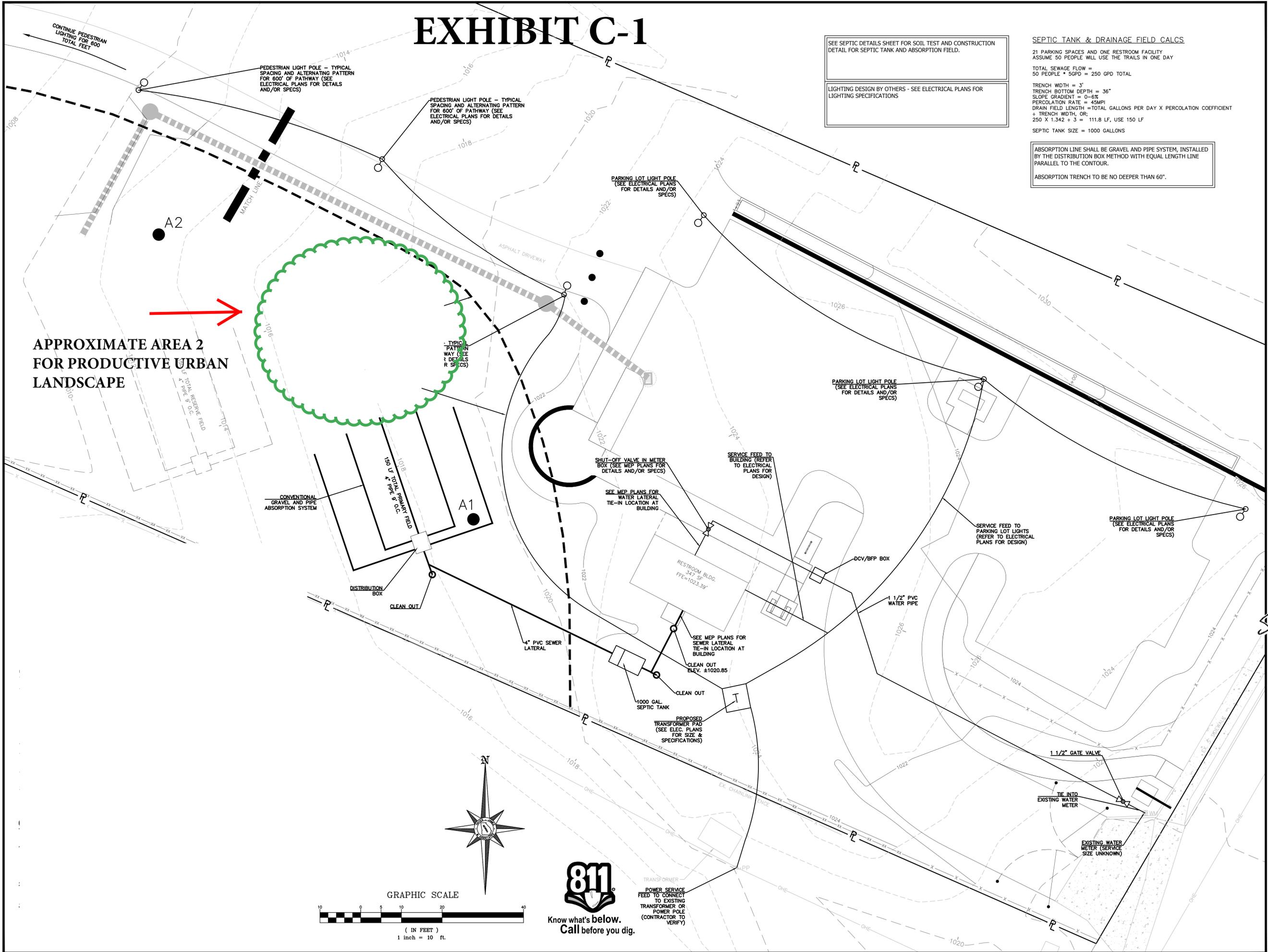
TOTAL SEWAGE FLOW =
 50 PEOPLE * 5GPD = 250 GPD TOTAL

TRENCH WIDTH = 3'
 TRENCH BOTTOM DEPTH = 36"
 SLOPE GRADIENT = 0-6%
 PERCOLATION RATE = 45MPI
 DRAIN FIELD LENGTH = TOTAL GALLONS PER DAY X PERCOLATION COEFFICIENT
 + TRENCH WIDTH, OR;
 250 X 1.342 + 3 = 111.8 LF, USE 150 LF

SEPTIC TANK SIZE = 1000 GALLONS

ABSORPTION LINE SHALL BE GRAVEL AND PIPE SYSTEM, INSTALLED BY THE DISTRIBUTION BOX METHOD WITH EQUAL LENGTH LINE PARALLEL TO THE CONTOUR.

ABSORPTION TRENCH TO BE NO DEEPER THAN 60".

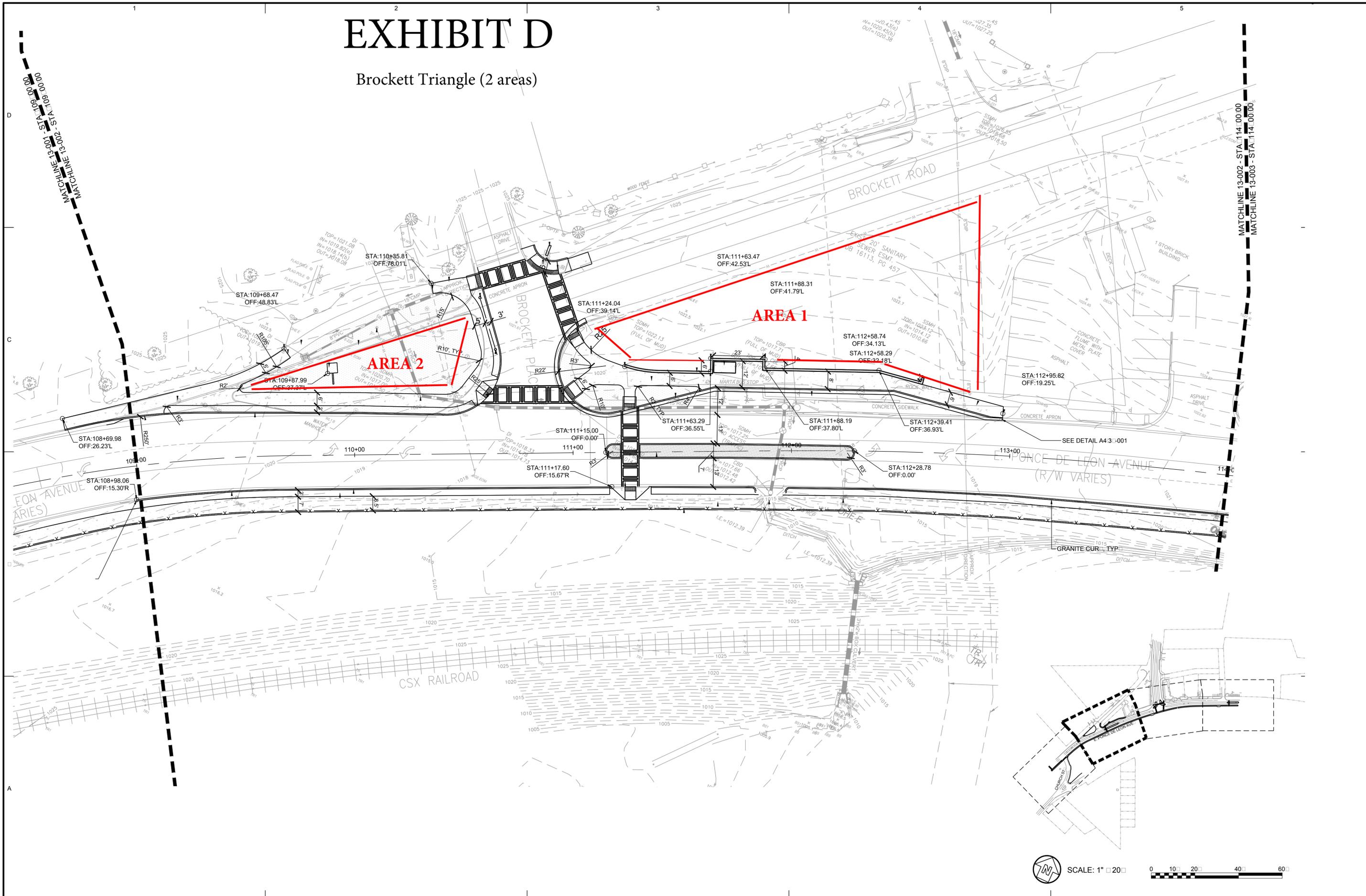


811
 Know what's below.
 Call before you dig.

TRANSFORMER
 POWER SERVICE FEED TO EXISTING TRANSFORMER OR POWER POLE (CONTRACTOR TO VERIFY)

EXHIBIT D

Brockett Triangle (2 areas)



LAD: G PLOTTED: Y. THOMPSON, SYDNEY

EXHIBIT E

Section 893— Miscellaneous Planting Materials

893.1 General Description

This section includes the requirements for miscellaneous planting materials, such as the following:

- Plant topsoil
- Mulch
- Vines, shrubs, trees, and miscellaneous plants
- Inoculants
- Porous material
- Tree paint
- Prepared plant topsoil
- Stakes
- Organic soil additives

893.1.01 Related References

A. Standard Specifications

[Section 814—Soil Base Materials](#)

[Section 822—Emulsified Asphalt](#)

B. Referenced Documents

“USA Standard for Nursery Stock” of the American Association of Nurserymen, Inc.

“Standardized Plant Names”

[GDT 41](#)

893.2 Materials

893.2.01 Plant Topsoil

A. Requirements

1. Use plant topsoil with the following characteristics:
 - Obtained from well-drained, arable land, but not from fields where tobacco grew in the last three years, or where Johnson grass or kudzu is present.
 - Friable, loamy soil with between 2 and 30 percent organic matter. Determine the percentage by measuring the loss on ignition of oven-dried samples ignited at 1,200 °F (650 °C).
 - Reasonably free from subsoil, heavy or stiff clay, coarse sand, and other deleterious substances.
 - Has no toxic amounts of acid or alkaline elements.
 - Can sustain healthy plant life.
 - Meets the grade requirements of [Subsection 814.2.01.A.8.](#)
2. The Department reserves the right to inspect all plant topsoil during the planting period. The Department will reject any material that does not meet the Specifications.
3. Do not use frozen, muddy, or nonfriable topsoil.
4. Before delivering any topsoil to the job site, clear stones larger than 2 in (50 mm) size and roots, sticks, brush, coarse litter, and other substances that would interfere with mixing, planting, and maintenance.

Section 893— Miscellaneous Planting Materials

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

General Provisions 101 through 150.

D. Materials Warranty

General Provisions 101 through 150.

893.2.02 Mulch

A. Requirements

1. Use mulch materials from two groups:
 - a. Grassing and Erosion Control: Threshed rye, oat or wheat straw; or Bermuda grass hay
 - b. Vine, Shrub, Tree, and Miscellaneous Plant Plantings: Pine straw, pine bark, or hardwood mulch (see [Subsection 893.2.09.A.2](#) for pine bark and hardwood mulch).
2. Use mulch materials from either group that meet the following requirements:
 - Are accepted by the Engineer.
 - Can be distributed uniformly when properly loosened
 - Produce the desired results
 - Meet the moisture requirements specified herein
 - Contain no excessive amounts of noxious weed seeds
3. Noxious Weed Seeds
Do not use hay or straw mulch material that has an excessive quantity of matured seeds from noxious weeds or other species that would harm surrounding farmland.
4. Moisture Content
Ensure that the mulch material is reasonably dry, especially when bituminous treated mulches must retain the bituminous material.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

1. If the material feels damp, the Department will use [GDT 41](#) to test for moisture content.
2. To pass, materials shall have a moisture content of 12 percent or less.

D. Materials Warranty

General Provisions 101 through 150.

893.2.03 Vines, Shrubs, Trees, and Miscellaneous Plants

A. Requirements

1. Use stock that meets the requirements of all State and Federal Laws for inspection of plant diseases and infestation.
2. Use nursery grown and collected plant materials that meet all regulations of the States of their origin and destination, and that meet Federal regulations governing interstate movement of nursery stock.
3. Use stock that is true to name and variety and is of first class quality with well developed tops and vigorous, healthy root systems.

NOTE: Use plant names according to the edition of “Standardized Plant Names” in effect at the time of Invitation For Bids.

4. Use only nursery-grown stock that have had their roots pruned during their development, unless otherwise specified.
 - a. The Department will not accept plants and/or trees that are severely cut back or pruned to conform to contract size requirements.
 - b. The Department will reject trees and shrubs that are undersized, have poorly developed tops or root systems, or are infected with disease or infested with insects.
5. Certification
Furnish all certificates of disease and infestation inspection and a list of plant materials received from each source to the Engineer.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

The Department will inspect plants at the nursery whenever necessary.

1. Inspect and grade living plants for type, size, and quality according to the requirements and recommendations of “USA Standard for Nursery Stock” of the American Association of Nurserymen, Inc.
2. Even if the Department accepts materials after a test at the source, the Department may inspect the stock during planting and reject any that does not meet specification.
3. The Department will reject any of the following:
 - Stock damaged during digging, loading, transporting, planting, and transplanting
 - Broken or loose balls or balls of less diameter than that specified
4. Replace rejected stock at your own expense.
5. Dispose of rejected stock to the satisfaction of the Engineer.

D. Materials Warranty

1. Delivery
 - a. Give the Engineer at least 24 hours notice before delivering any stock to the job site.
 - b. Send an invoice with each shipment that shows the sizes and varieties of material included.
2. Packaging
Pack stock for shipment to properly protect against drying, freezing, breaking, or other injury.
 - a. Pack and clearly label each variety in separate bundles.
 - b. Designate plants that are to be balled and burlapped as “B&B.”
 - 1) Place as many fibrous roots as possible in the ball.
 - 2) Securely and tightly wrap the ball with burlap. Tie a cord or wire around the ball, or pin it with nails to hold the burlap in place.
 - c. For remaining plants, dig them bare-rooted and puddle them immediately after digging them up and when receiving them at the Project. Use the standard practices of the nursery trade.

893.2.04 Inoculants

A. Requirements

1. Use a pure culture of nitrogen-fixing bacteria for an inoculant to treat seeds. Select an inoculant for maximum vitality and ability to transform nitrogen from the air into soluble nitrates and deposit them into the soil.

Section 893— Miscellaneous Planting Materials

2. Use only purebred cultures less than one year old.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

The Engineer will review acceptable cultures.

D. Material Warranty

General Provisions 101 through 150.

893.2.05 Porous Material

A. Requirements

Protect roots with gravel, broken stone, slag, broken concrete, brick bats, or other acceptable coarse aggregate ranging in size from 1-1/2 to 4 in (38 to 100 mm). Excessive amounts of lime in the form of brick mortar shall be grounds for rejection.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

The Department will reject the material if it has excessive amounts of lime in the brick mortar.

D. Material Warranty

General Provisions 101 through 150.

893.2.06 Tree Paint

A. Requirements

Use tree paint that meets the requirements of [Subsection 822.2.01](#), or use any commercial tree paint with antiseptic qualities.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

See [Subsection 822.2.01.C](#).

D. Material Warranty

General Provisions 101 through 150.

893.2.07 Prepared Plant Topsoil

A. Requirements

1. Use prepared plant topsoil made from plant topsoil, organic soil additive, commercial fertilizer, and lime, as described in [Subsection 893.2.07.B](#).
2. Base any volume for peat moss used as an organic soil additive on the compressed bale.
3. For loose peat, double the volume.

B. Fabrication

1. Make prepared plant topsoil from the following:

Section 893— Miscellaneous Planting Materials

- Four parts plant topsoil, [Subsection 893.2.01](#)
- At least one part organic soil additive, by volume, [Subsection 893.2.09](#)
- A commercial fertilizer, grade 6-12-12, at the rate of 3 lb/yd³ (1.8 kg/m³)
- Lime at the rate of 5 lb/yd³ (3 kg/m³)

2. Base the above volumes on naturally compacted, undisturbed topsoil.

C. Acceptance

See the appropriate subsections.

D. Material Warranty

General Provisions 101 through 150.

893.2.08 Stakes

A. Requirements

1. Use wood stakes as indicated in the Specifications or shown on the Plans. Use the stakes for vine, shrub, tree, and miscellaneous plantings.
2. Saw wood stakes from either oak or gum. Use only stakes that are number two common or better, either rough or dressed.

B. Fabrication

1. Cut the stakes from sound, solid, undecayed wood, without unsound knots.
2. Shape stakes to within 1/4 in (6 mm) for all dimensions.
3. Taper all stakes at one end.

C. Acceptance

The Department will reject any stake that does not meet the following test:

1. Draw a line from the center of the top to the center of the butt of each stake.
2. Ensure that the line stays within the body of the stake and is not more than 1 in (25 mm) from the geometric center of the stake.

D. Materials Warranty

General Provisions 101 through 150.

893.2.09 Organic Soil Additives

A. Requirements

Use four types of organic additives: peat moss, pine bark, compost, and hardwood mulch.

1. Peat Moss

Use peat moss that meets the following requirements:

- Be granulated sphagnum virtually free from woody substances, consisting of at least 75 percent partially decomposed stems and leaves of sphagnum
- Be essentially brown in color
- Be free of sticks, stones, and mineral matter
- Be in an air-dry condition
- Shows an acid reaction of 3.5 pH to 5.5 pH
- Meets State and Federal regulations

Section 893— Miscellaneous Planting Materials

2. Pine Bark

Use pine bark that meets the following requirements:

- Be obtained from disease-free wood, 100 percent of which is 9 in² (5625 mm²) or less in area, and 50 percent is more than 1 in² (625 mm²) in area.
- Contain no noxious weed seeds, soil, sawdust or any substance toxic to plant growth
- Be at least two years old

3. Compost

Use compost that meets the following requirements:

- Be organic materials that have undergone biological decomposition
- Be disinfected using composting or similar technologies
- Be stabilized so it is beneficial to plant growth
- Be mature, dark brown or black in color and have minimal odors
- Contain no human pathogens
- Fall within a pH range of 5 to 8

Provide to the Department a list of all the ingredients in the original compost mix in the order of their relative proportions on a weight basis.

4. Hardwood Mulch

Use hardwood mulch that meets the following requirements:

- Derived from disease-free deciduous trees
- Particle size of less than 1 in (25 mm) diameter and less than 3 in (75 mm) in length. Hardwood mulch shall complete two composting cycles of 140 °F (60 °C) so that all viable weed seeds are destroyed and no further decomposition due to nitrification will occur
- Free from toxic levels of acidity and alkalinity

Provide test results stating that the ingredients meet Federal, State, and local requirements for priority pollutant limits and do not contain levels of any chemicals that are harmful to plants or humans.

B. Fabrication

General Provisions 101 through 150.

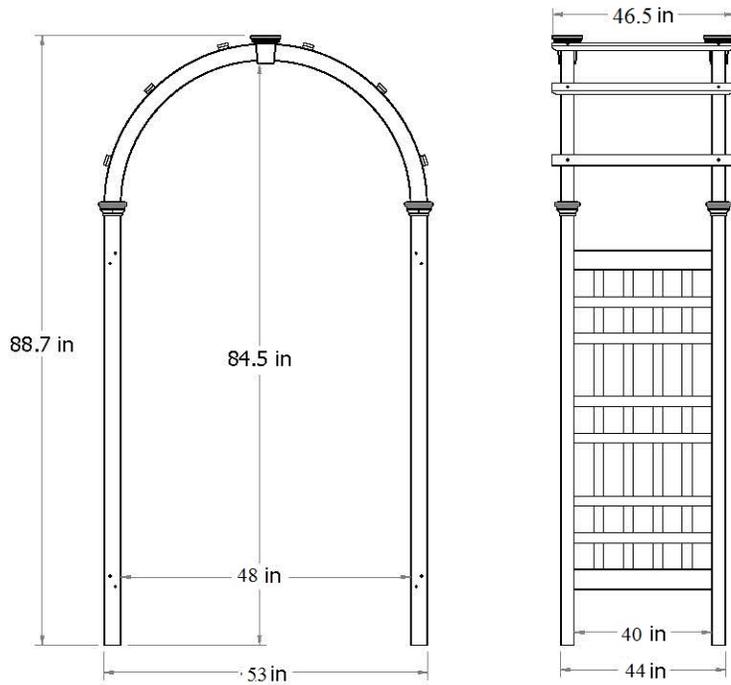
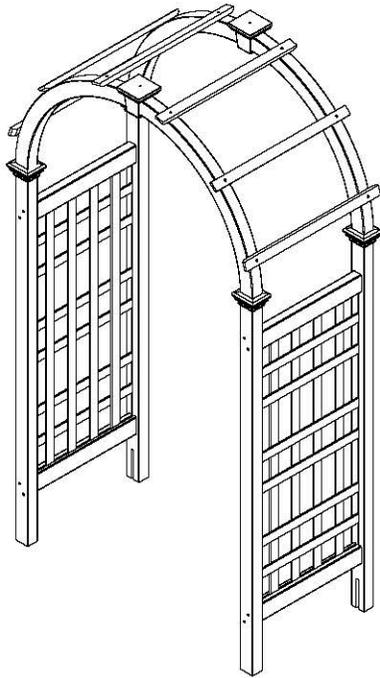
C. Acceptance

The Department will accept the materials based upon their compliance with this specification.

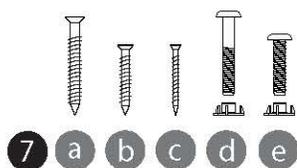
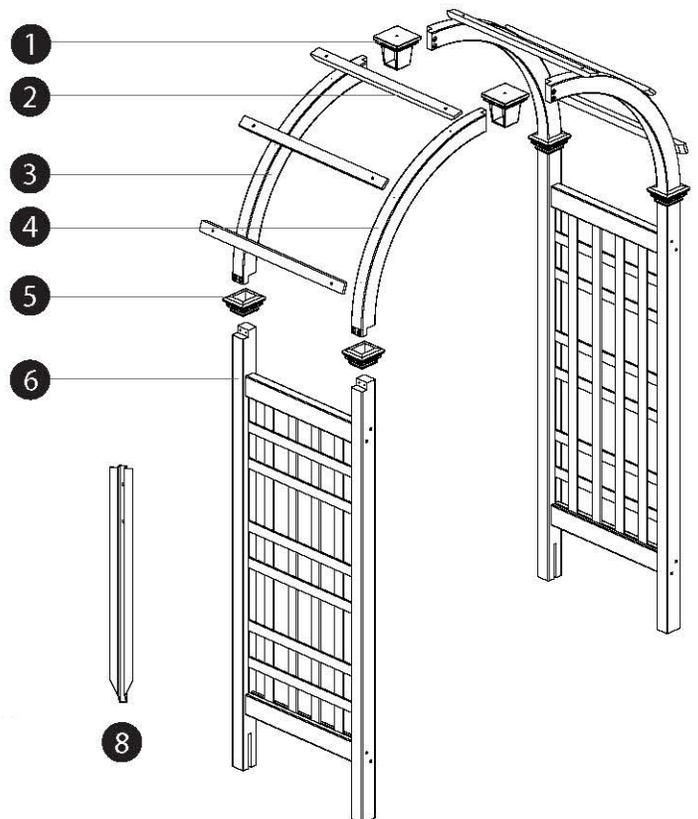
D. Material Warranty

General Provisions 101 through 150.

EXHIBIT F



1. Arch Keystone (2)
2. Arch Rafter (6)
3. Right Arch (2)
4. Left Arch (2)
5. Post Trim Cap (4)
6. Preassembled Side Panel (2)
7. Hardware
 - a) 1 3/4" Wood Screws (14) To attach rafters and keystones to arch
 - b) 1 1/4" Wood Screws (8) To attach ground stakes to arbor posts
 - c) 1 1/4" Wood Screws (8) To secure post trim caps to arbor posts
 - d) 2" Bolts and T-Nuts* (8) To fasten side panels to arch assembly
 - e) 1 3/4" Bolts and T-Nuts* (4) To fasten arch sections together
8. Ground Stakes (4)
- (*) T-Nuts are already installed inside the posts.
9. Structure to be wood (cedar)



Not to Scale

8

Assemble the Arch System

1

Slide the Keystone onto one of the arch section as illustrated.

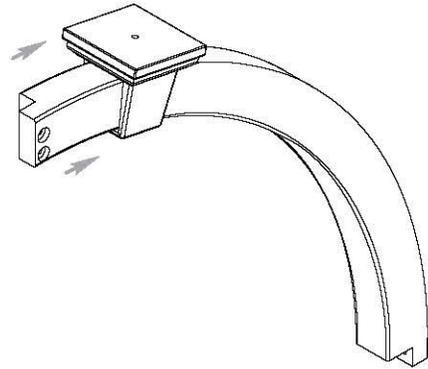
2

Mate a second arch section and fasten with the provided shorter (1 1/4") bolts as illustrated.

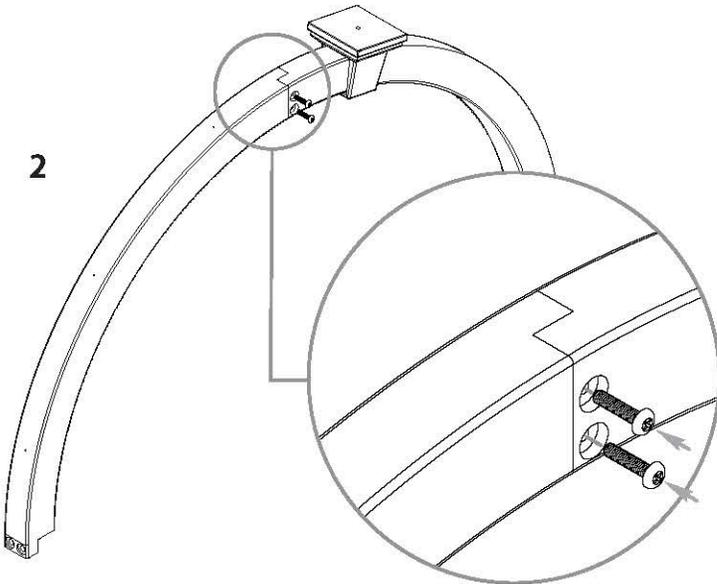
3

Slide the Keystone back and center it at the top of the arch. Fasten with 1 3/4" screw. Repeat for other arch.

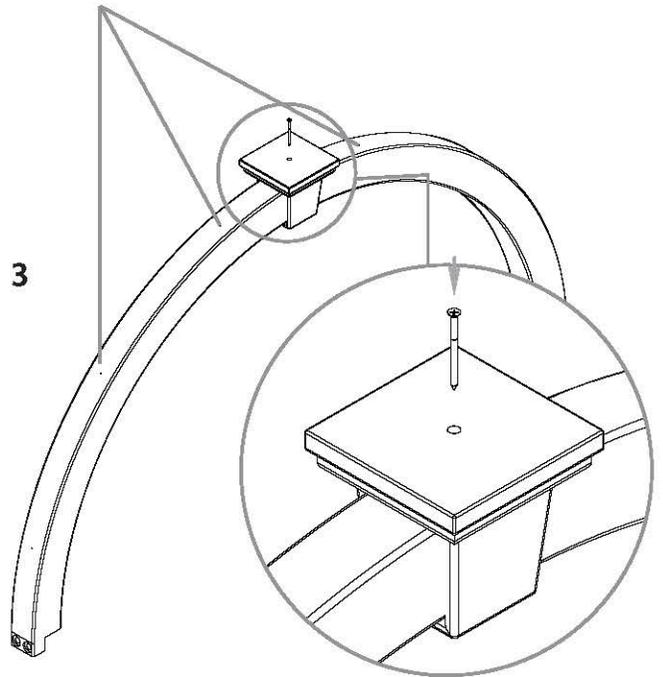
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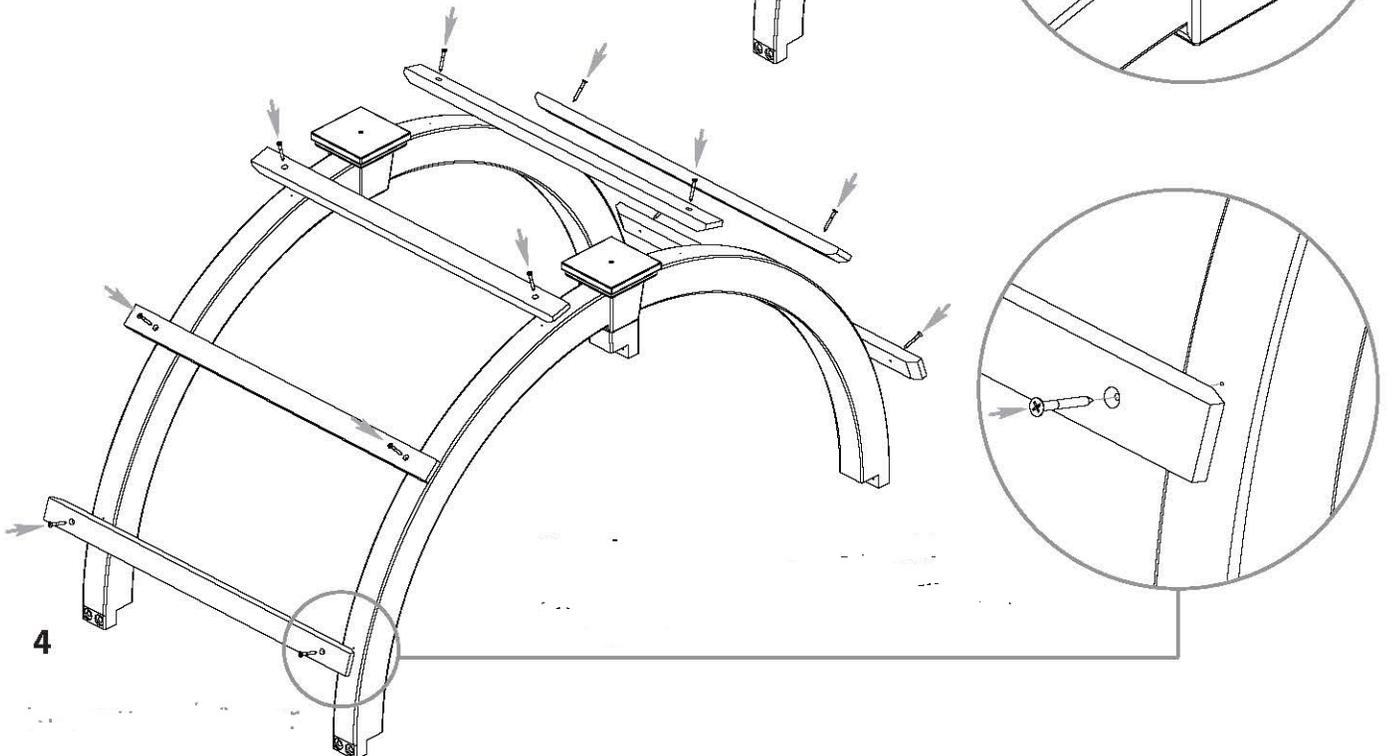
2



3



4



Connect Arch System to Side Panels

1

Position the side panels and adjust the opening width to 42 in.
Slide the post trim caps on each of the posts.

2

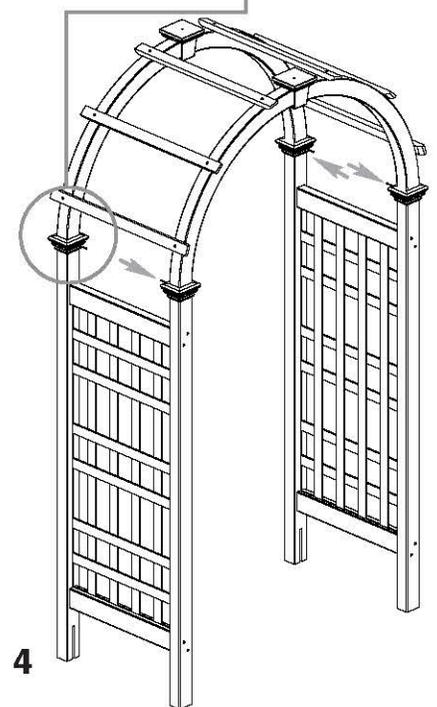
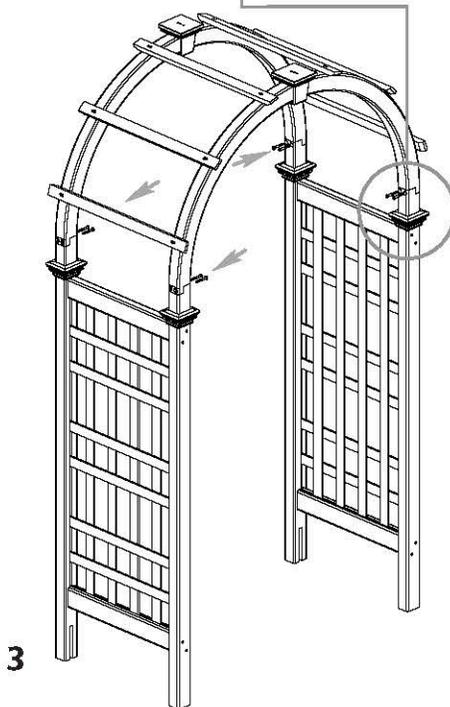
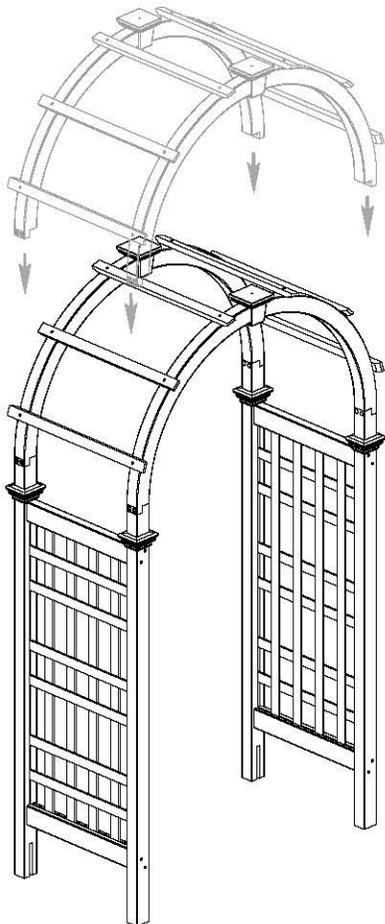
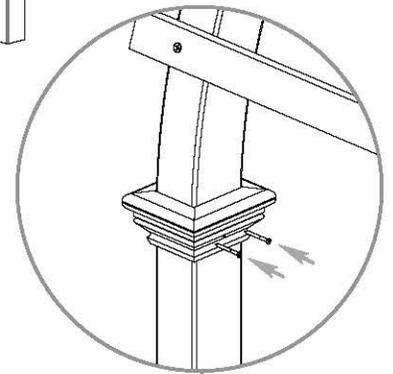
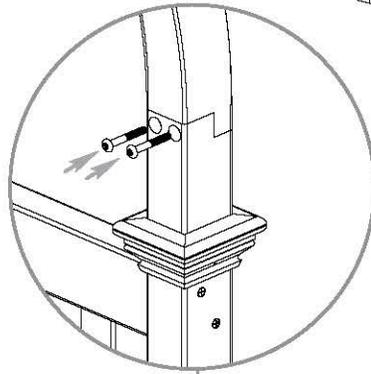
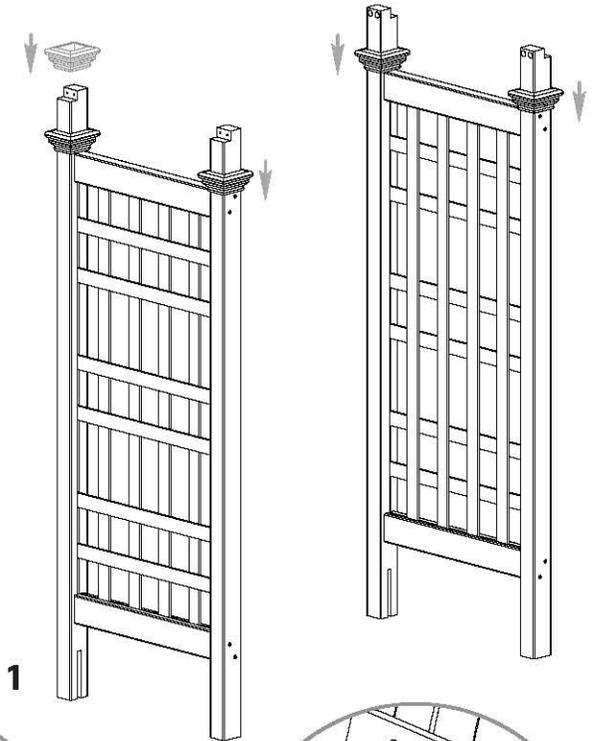
Place arbor top onto the post as illustrated.

3

Fasten the arch system to the posts using 8 of the longer (2") bolts as illustrated.

4

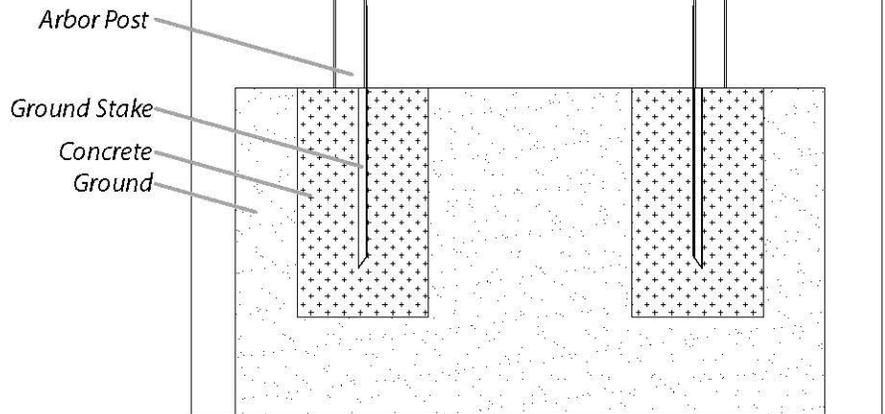
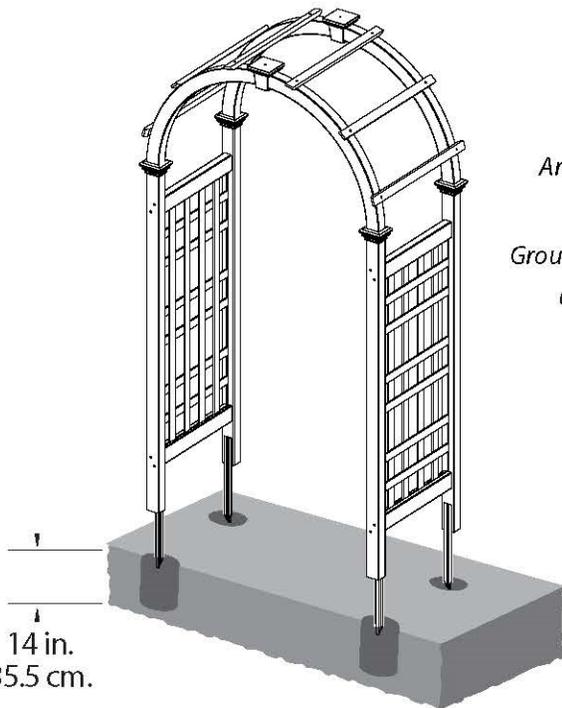
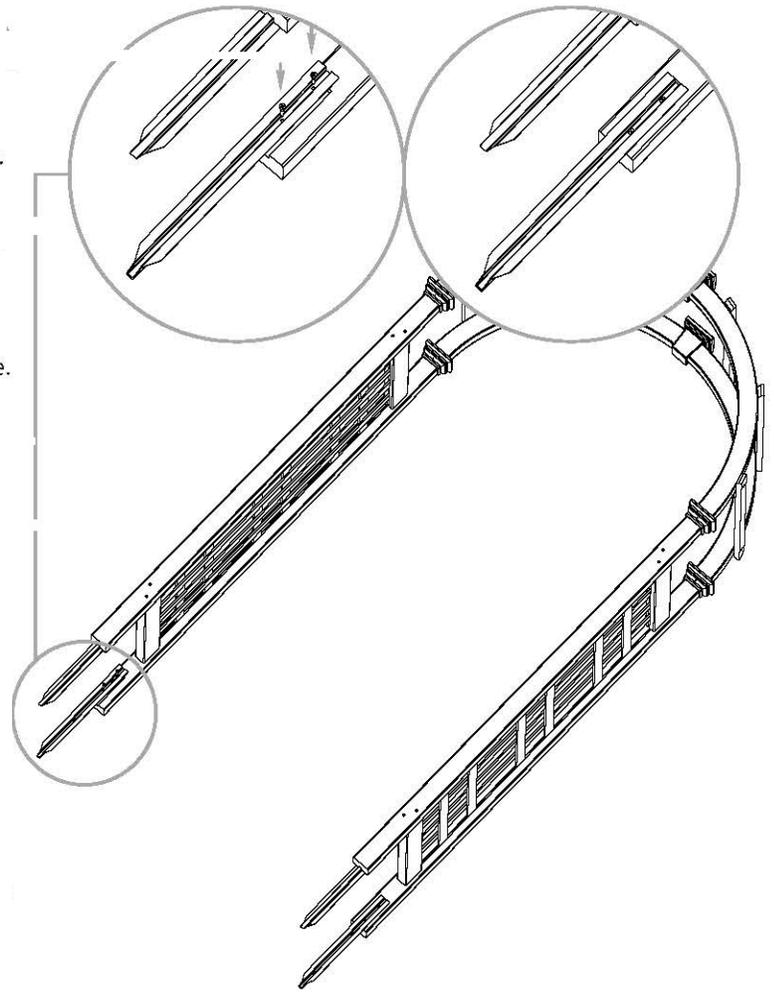
Slide the post trim caps back up the post to cover the mating parts.
Secure the post trim caps into place using two 1 3/4" screws each.



Attach Ground Stakes

Arbors must be well secured to prevent tipping over from wind load etc.

Fasten all four ground stakes to the base of the posts using the provided 1 1/4" screws (2 screws per anchor) as shown aside.



TABLES
1-6

TABLE 1
PLANT INVENTORY
(Refugee Coffee)

| PLANT/TREE NAME | SIZE | QUANTITY |
|--|---------------------|-----------------|
| Arbequina Olive (hardy olive) - tree | 5 gal | 5 |
| Loquat - tree | 5 gal | 3 |
| Feljoa (pineapple guava) - bush | 3 gal | 5 |
| Hardy Bananas - bush | 3 gal | 2 |
| Hardy Kiwi - vine | 3 gal | 3 |
| Jasmine - vine | 3 gal | 6 |
| Perennials - mixed herbs/vegetables, pollinators and natives | 4-6 inch containers | 50 |
| Annuals – mixed vegetables & flowers | 4-6 inch containers | 50 |

TABLE 2
WILDFLOWER SEED MIXTURE
(Refugee Coffee)

At a minimum, the seed mixture shall include the following:

- Plains Coreopsis (Calliopsis)
- Red phlox
- Indian blanket
- Black-eyed Susan
- Butterfly Weed
- Purple Coneflower
- Red Standing Cypress
- Blazing Star
- Wild Lupine
- Scarlet Sage
- Spiderwort

TABLE 3

ROCK MEADOW SEED MIXTURE

(Friendship Forest Wildlife Sanctuary)

The native wildflowers and grasses in this mix will provide an attractive display of color from spring to fall. This mixture is designed for mesic to upland sites and full sun to lightly shaded areas. Seed to be purchased from ERNST SEED Company.

Mesic to Dry Native Pollinator Mix Composition

- 27.0% *Schizachyrium scoparium*, 'Camper' (Little Bluestem, 'Camper')
- 20.0% *Elymus virginicus*, PA Ecotype (Virginia Wildrye, PA Ecotype)
- 15.0% *Sorghastrum nutans*, PA Ecotype (Indiangrass, PA Ecotype)
- 5.0% *Panicum clandestinum*, 'Tioga' (Deertongue, 'Tioga')
- 5.0% *Tridens flavus* (Purpletop)
- 4.0% *Chamaecrista fasciculata*, PA Ecotype (Partridge Pea, PA Ecotype)
- 3.0% *Coreopsis lanceolata* (Lanceleaf Coreopsis)
- 3.0% *Echinacea purpurea* (Purple Coneflower)
- 3.0% *Rudbeckia hirta*, Coastal Plain NC Ecotype (Blackeyed Susan, Coastal Plain NC Ecotype)
- 3.0% *Verbena hastata*, PA Ecotype (Blue Vervain, PA Ecotype)
- 2.0% *Heliopsis helianthoides*, PA Ecotype (Oxeye Sunflower, PA Ecotype)
- 2.0% *Penstemon digitalis*, PA Ecotype (Tall White Beardtongue, PA Ecotype)
- 1.0% *Asclepias incarnata*, PA Ecotype (Swamp Milkweed, PA Ecotype)
- 1.0% *Liatris spicata*, PA Ecotype (Marsh Blazing Star, PA Ecotype)
- 0.9% *Aster novae-angliae*, PA Ecotype (New England Aster, PA Ecotype)
- 0.7% *Aster laevis*, NY Ecotype (Smooth Blue Aster, NY Ecotype)
- 0.5% *Geum canadense*, PA Ecotype (White Avens, PA Ecotype)
- 0.5% *Senna hebecarpa*, VA & WV Ecotype (Wild Senna, VA & WV Ecotype)
- 0.5% *Zizia aurea*, PA Ecotype (Golden Alexanders, PA Ecotype)
- 0.4% *Baptisia australis*, Southern WV Ecotype (Blue False Indigo, Southern WV Ecotype)
- 0.4% *Monarda fistulosa*, Fort Indiantown Gap-PA Ecotype (Wild Bergamot, Fort Indiantown Gap-PA Ecotype)
- 0.3% *Eupatorium perfoliatum*, PA Ecotype (Boneset, PA Ecotype)
- 0.3% *Lespedeza capitata*, RI Ecotype (Roundhead Lespedeza, RI Ecotype)
- 0.3% *Pycnanthemum tenuifolium* (Narrowleaf Mountainmint)
- 0.3% *Tradescantia ohiensis*, PA Ecotype (Ohio Spiderwort, PA Ecotype)
- 0.2% *Solidago juncea*, PA Ecotype (Early Goldenrod, PA Ecotype)
- 0.1% *Eupatorium fistulosum*, PA Ecotype (Joe Pye Weed, PA Ecotype)
- 0.1% *Eupatorium rugosum*, PA Ecotype (White Snakeroot, PA Ecotype)
- 0.1% *Solidago nemoralis*, PA Ecotype (Gray Goldenrod, PA Ecotype)
- 0.1% *Solidago rugosa*, PA Ecotype (Wrinkleleaf Goldenrod, PA Ecotype)

TABLE 4
PLANT INVENTORY
(Friendship Forest Wildlife Sanctuary)

| PLANT/TREE NAME | SIZE | QUANTITY |
|-------------------------------|-------------|-----------------|
| Mayhaws - tree | 7 gal | 4 |
| Serviceberries - tree | 7 gal | 3 |
| Apricot - tree | 7 gal | 3 |
| Elderberry - bush | 2 gal | 12 |
| Blackberry (thornless) - bush | 2 gal | 10 |
| Hazelnut (fiberts) | 2 gal | 8 |

TABLE 5
PLANT INVENTORY
(Brockett Triangle)

| PLANT/TREE NAME | SIZE | QUANTITY |
|---|---------------------|-----------------|
| Asian Persimmon - tree | 5 gal | 2 |
| Asian Pear - tree | 5 gal | 1 |
| Loquat - tree | 5 gal | 3 |
| Pakistan Mulberry - tree | 5 gal | 1 |
| Plum - tree | 5 gal | 2 |
| Arbequina Olive (hardy olive) - tree | 5 gal | 3 |
| Blueberries - bush | 3 gal | 8 |
| Raspberries - bush | 3 gal | 7 |
| Feijoa (Pineapple Guava) - bush | 3 gal | 5 |
| Muscadines - bush | 3 gal | 6 |
| Hardy Kiwi - bush | 3 gal | 2 |
| Summersweet Clethra | 3 gal | 12 |
| Virginia Sweetspire | 3 gal | 14 |
| Wood Oats | 1 gal | 9 |
| White Muhly Grass | 1 gal | 14 |
| Perennials – mixed herbs/pollinators/natives | 4-6 inch containers | 200 |
| Annuals – mixed vegetables & flowers | 4-6 inch containers | 200 |

TABLE 6
WILDFLOWER SEED MIXTURE
(Brockett Triangle)

This mix of grasses and forbs offers season-long color for diverse quail, songbird and pollinator habitat.

GA Piedmont UPL Meadow Mix Composition

- 41.7% *Schizachyrium scoparium*, 'Blaze' (Little Bluestem, 'Blaze')**
- 24.2% *Panicum anceps*, GA Ecotype (Beaked Panicgrass, GA Ecotype)**
- 15.0% *Elymus virginicus*, PA Ecotype (Virginia Wildrye, PA Ecotype)**
- 3.7% *Rudbeckia hirta*, Coastal Plain NC Ecotype (Blackeyed Susan, Coastal Plain NC Ecotype)**
- 3.0% *Chamaecrista fasciculata*, FL Ecotype (Partridge Pea, FL Ecotype)**
- 2.7% *Coreopsis lanceolata* (Lanceleaf Coreopsis)**
- 1.5% *Liatris spicata*, FL Ecotype (Marsh Blazing Star, FL Ecotype)**
- 1.3% *Rudbeckia fulgida* var. *fulgida*, Northern VA Ecotype (Orange Coneflower, Northern VA Ecotype)**
- 1.0% *Chamaecrista nictitans*, NC Ecotype (Sensitive Pea, NC Ecotype)**
- 1.0% *Eryngium yuccifolium*, SC Ecotype (Rattlesnake Master, SC Ecotype)**
- 1.0% *Helenium flexuosum*, VA Ecotype (Purplehead Sneezeweed, VA Ecotype)**
- 0.7% *Solidago speciosa*, Coastal Plain GA Ecotype (Showy Goldenrod, Coastal Plain GA Ecotype)**
- 0.7% *Vernonia gigantea*, FL Ecotype (Giant Ironweed, FL Ecotype)**
- 0.5% *Baptisia albescens*, SC Ecotype (Spiked Wild Indigo, SC Ecotype)**
- 0.3% *Silphium asteriscus* var. *laevicaule*, GA Ecotype (Starry Rosinweed, GA Ecotype)**
- 0.3% *Tradescantia ohiensis*, AL Ecotype (Ohio Spiderwort, AL Ecotype)**
- 0.3% *Vernonia angustifolia*, SC Ecotype (Tall Ironweed, SC Ecotype)**
- 0.2% *Coreopsis leavenworthii*, FL Ecotype (Leavenworth's Tickseed, FL Ecotype)**
- 0.2% *Coreopsis tripteris*, AL Ecotype (Tall Coreopsis, AL Ecotype)**