



# Perimeter COMMUNITY IMPROVEMENT DISTRICTS

## REQUEST FOR PROPOSAL #25-01

### CENTRAL PERIMETER COMMUNITY IMPROVEMENT DISTRICT and FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT

(Individually and Collectively the PERIMETER CIDs and/or CIDs)

### EXTERIOR LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS

AND

### ON-CALL LANDSCAPE INSTALLATION SERVICES

This Request for Proposal (RFP) is issued by the Central Perimeter Community Improvement District and the Fulton Perimeter Community Improvement District, individually and collectively known as Perimeter CIDs (Owner), to solicit proposal packages from interested landscape maintenance firms for Exterior Landscape Maintenance of Right-of-Ways and On-Call Landscape Installation Services in the Perimeter CIDs. This RFP includes complete bidder's instructions and a detailed scope of work.

RFP# 25-01

RFP RESPONSE DUE DATE/TIME: Wednesday, October 16th, 2025 by 1:00 PM

RFP ISSUE DATE/TIME: Monday, September 16th, 2025

NUMBER OF PAGES: 61

#### CONTRACTOR'S/BIDDER'S CONTACT INFORMATION

Procurement Agent and RFP Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

#### INSTRUCTIONS TO CONTRACTORS: (See Section 3.1)

##### Option 1- Hand Delivered

CIDs HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

MON-THURS 9:00 AM – 4:00 PM; FRI 9:00 AM – 2:00 PM

RETURN SEALED PROPOSAL TO:

PERIMETER CIDs

**Attn: Mr. Andrew Long**  
**1100 Abernathy Road, N.E.**  
**500 Northpark, Lobby Suite 15**  
**Atlanta, GA 30328**

**EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST INCLUDE:**

- Contractor's Name and Address
- RFP Title & Number as noted on top of this page
- RFP Due Date & Time as noted on top of this page

Option 2 - Email

Emails must be delivered to -

[along@perimetercid.org](mailto:along@perimetercid.org) (Andrew Long)

No later than: **Wednesday, October 16th, 2025, by 1:00 PM**

- Subject of Email shall read "PCIDs Landscaping RFP #25-01"
- Email must include RFP Title & Number as noted on top of this page
- RFP Due Date & Time as noted on top of this page. *(If submitted via email, the proposal and pricing can be submitted as one email, but pricing shall be a separate attachment in the email.)*

**THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE**

By signing and returning this form with a Proposal, the authorized signer and represented firm have read, understand, and agree to information within this Request for Proposals:

**Contractor/Bidder** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contractor Phone Number(s): \_\_\_\_\_

Email Address for Contractor \_\_\_\_\_

Contact: Authorized Contractor Signature: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Contractor Federal I.D or SS# \_\_\_\_\_

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# SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date .....	Monday, September 16th, 2025
Deadline for Receipt of Written Questions.....	Monday September 27th, 2024 @ 1:00PM
Deadline for Written Responses .....	Wednesday, October 2nd, 2024 @ 4:00 PM
RFP Proposal Due .....	Wednesday, October 16th, 2025, by 1:00 PM
Anticipated Contract Award.....	October-November, 2024
Anticipated Notice to Proceed.....	Wednesday, January 1st, 2025

## HOURS OF OPERATION FOR RECEIPT OF DELIVERIES:

Monday – Thursday 9:00 AM – 4:00 PM

Friday 9:00 AM – 2:00 PM

*(All time references in this document are understood as local, Eastern Time.)*

# SECTION 1: RFP INSTRUCTIONS

## 1.0 Single Point of Contact

- Contractors shall not communicate with any CIDs staff regarding this procurement, except CIDs agent in charge of this solicitation.
- Any unauthorized contact will disqualify the Contractor from further consideration.
- Contact information for the procurement agent:

Mr. Andrew Long  
1100 Abernathy Road, N.E.  
500 Northpark, Lobby Suite 15  
Atlanta, GA 30328  
T: 770-710-4221  
[along@perimetercid.org](mailto:along@perimetercid.org)

## 1.1 Required Review

1.1.1     **Definitions of Certain Terms:** Appendix C of this document contains definitions of procurement terms that may be used in the RFP and procurement process. Contractors are encouraged to review these terms for intent and meaning used throughout the RFP and contracting process.

1.1.2     **Review of RFP:** Contractors should carefully review this RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the procurement agent, in writing or via e-mail of any ambiguity, inconsistency,

unduly restrictive specifications, or error that may be discovered upon examination of this RFP.

1.1.3 **Addenda**: The Perimeter CIDs may revise this RFP by issuing an addendum prior to the RFP response (Proposal) due date/time. The addendum will be posted on the Perimeter CIDs website <https://perimeteratl.com/resources/>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Contractors must sign and return any addendum acknowledgement page with their RFP proposal response.
- Failure to submit a proposal in accordance with any addenda will be cause for rejection.
- In unusual circumstances, the CIDs may postpone an opening/due date and time in order to notify vendors of an addendum to give Contractors sufficient time to respond.
- It is the Contractor's responsibility to review the schedule of events and the issued addenda for additional documents for this project.

1.1.4 **Form of Questions**: Contractors with questions, requiring clarification, or interpretation shall be addressed to the Perimeter CIDs procurement agent, contact identified within this RFP. Questions in writing shall be emailed to Mr. Andrew Long at [along@perimetercid.org](mailto:along@perimetercid.org).

- Questions must be received on or before: Monday September 27th, 2024 @ 1:00 PM
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline will not be considered.

1.1.5 **CIDs Answers**: The Perimeter CIDs will issue official written responses to questions received on or before question deadline through an addendum.

- Answers to questions will be posted by 4:00 PM, Wednesday, October 2<sup>nd</sup> 2024 on the website - [www.perimeteratl.com/resources/](http://www.perimeteratl.com/resources/).
- Any material changes to the RFP, including changes to the scope of project/specifications, calendar of events, will be formally communicated through an addendum that will be posted on the website [www.perimeteratl.com/resources/](http://www.perimeteratl.com/resources/)
- Contractors must sign and include all addendum acknowledgement pages with their proposal (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this RFP will not be binding upon the CIDs.

## 1.2 Submitting a Sealed Proposal

1.2.1 **Failure to Comply with Instructions**: The CIDs may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, difficult to read, or missing requested information.

1.2.2 **Standard Forms**: Contractors **must** respond to this RFP by completing the standard

forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before contract award process commences. See Appendix A for further instructions.

1.2.3     **Standard Contract:** By submitting a response to this RFP, Contractors agree to execute a contract materially incorporating certain provisions set forth in ***Section 7 Terms and Conditions*** upon contract award by the CIDs.

1.2.4     **Contractor's Signature:**

- The Contractor may submit the RFP in 2 (two) forms, Hard Copy or Digitally (as described in Section 3.1). If submitting a Hard copy, signature must be signed in ink. If submitted digitally, a digital Signature is acceptable.
- The first page of this RFP and any other pages requiring signatures must be signed by an individual authorized to legally bind the legal entity submitting the proposal and must be submitted with the Response.
- The Contractor's signature on a Proposal in response to this RFP represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the CIDs from obtaining the best possible supply or service.
- By signing and submitting a response to this RFP, Contractor acknowledges and agrees that the Contractor has carefully examined and fully understands the provisions and requirements of this RFP; has made a personal examination of the project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if the Contractor's Proposal is accepted, the Contractor will enter into a contract with the CIDs and perform same in full conformance with the contract documents.
- Proof of the person signing the RFP response must be furnished upon request.

1.2.5     **Organization of Proposal:** Each proposal must be organized in the order set forth in Section 3 of this RFP. The original proposal document and each copy shall have tabs separating each response section. Tabs will not count as pages regarding the 15-page limit.

1.2.6     **Late Submissions, Withdrawals, and Corrections:**

**Late Proposal:** Regardless of cause, late proposals **will not** be accepted and automatically disqualified from further consideration. It shall be the Contractor's sole risk to ensure delivery to the receptionist's desk at the designated office by the designated RFP response (proposal) due date/time. Late proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

**Proposal Withdrawal:** Any Contractor requesting to withdraw their proposal prior to the RFP response (proposal) due date/time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

Any Contractor requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Contractor must



present clear and convincing evidence that an unintentional error was made. The CID will review the withdrawal request and a judgment will be made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

**Proposal Correction:** If an error is discovered prior to the opening, the Contractor can submit a corrected proposal. The corrected proposal should be clearly marked that it replaces the proposal originally submitted.

If an obvious clerical error is discovered after the proposal has been opened, the Contractor may submit a letter to the designated procurement agent within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Contractor must present clear and convincing evidence that an unintentional error was made. The Procurement Officer or designee will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

### 1.3 Cost of Preparing a Proposal

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1.3.1 ***CIDs Not Responsible for Preparation Costs:*** The costs for developing and delivering proposals, responses, or submissions to this RFP and any subsequent presentations of the proposal as requested by the CIDs are entirely the responsibility of the Contractor. The CIDs is not liable for any expense incurred by the Contractor in the preparation and presentation of their proposal.

1.3.2 ***All Timely Submitted Materials Become CIDs Property:*** All materials submitted in response to this RFP, including those from awarded Contractor and those from unsuccessful Contractors, become the property of the CIDs and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the CIDs and Contractor.

## SECTION 2: RFP RECEIPT AND EVALUATION PROCESS

### 2.0 Authority

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The CIDs has the authority to reject all proposals and to waive technicalities and informalities as further set forth in Section 2.3.

### 2.1 Receipt of Proposals and Public Inspection

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2.1.1 ***Public Information:*** Upon receipt Perimeter CIDs sealed proposals, only the name of each supplier and the date and time of receipt shall be recorded. No other information will be disclosed, nor shall the proposals be considered open record until after Board award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the Board award with the following five exceptions:

1. Bona fide trade secrets that have been specifically identified, properly marked, separated, and documented and to which the Bidder has attached an affidavit declaring that such specific information constitutes a trade secret pursuant to Article

27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated, will not be disclosed; however, if the CIDs determines that such specifically identified information does not in fact constitute a trade secret, the CIDs will notify the Bidder of its intent to disclose such information prior to its initial disclosure as required by law;

2. Matters involving individual safety, as determined by the CIDs, may be withheld from disclosure;
3. Any company financial information in the form of records containing tax matters or tax information that is confidential under state or federal law, which has been requested by the CIDs to determine vendor responsibility, unless prior written consent has been given by the Bidder will not be disclosed;
4. Any document or record, or portion thereof, containing information exempt from disclosure pursuant to O.C.G.A. § 50-18-70, et seq., may be withheld from disclosure as determined by the CIDs; and
5. Any other document or record, or portion thereof, mandated by law to be kept confidential, as determined by the CIDs.

All open records requests must be presented in writing along with specific items requested. The open records request form is available from the Perimeter CIDs office.

**2.1.2 Procurement Agent's Review of Proposals:** The procurement agent in charge of the solicitation will open and review the proposals and separate out any information that meets the referenced exceptions in *Section 2.1.1* above, providing the following conditions have been met:

1. Documents or records containing information that the Contractor wishes to keep confidential must be specifically identified and clearly marked and separated from the rest of the proposal
2. The proposal does not contain any such confidential material in the cost/price section
3. An affidavit from the Contractor specifically identifying information as a trade secret and declaring that such information constitutes a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated is attached to each separated document or record in the proposal that Contractor wishes to be kept confidential because it contains trade secrets.

Information separated out under this process will be available for initial review only by the procurement officer, procurement agent, and other limited designees. Contractors acknowledge that the act of separating out such information by the procurement agent does not operate to exempt such information from disclosure as a public record; rather, the disclosure of such information is governed by O.C.G.A. § 50-18-70, et seq. Contractors should be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event an (open records) request is submitted by another party and the CIDs determines that such information is subject to disclosure.

## 2.2 Classification and Evaluation of Proposals

2.2.1 ***Classification of Proposals as Responsive and Responsible:*** All proposals will initially be classified as “responsive” or “nonresponsive”.

1. Proposals may be found nonresponsive any time during the evaluation process or during negotiations if:
  - any of the required information is not provided
  - the submitted price is found to be excessive or inadequate
  - the proposal is not within the plans and specifications described and required in the RFP.

Proposals found nonresponsive will not receive further consideration.

2. The procurement officer or designee will determine whether a Contractor has met the standards of responsibility – i.e., whether the Contractor has the capability in all respects to perform fully and reliably the requirements of this RFP and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of the proposal response if information surfaces that would result in a determination of non-responsibility.
  - If proposal is found non-responsive, the determination will be in writing, made a part of the procurement file, and mailed to the affected Contractor.

2.2.2 ***Evaluation of Proposals:*** The CIDs will evaluate the remaining proposals and recommend whether to award to the highest-ranking Contractor or, if necessary, to seek discussion/negotiation or a “best and final offer” to determine the highest-ranking Contractor.

All responsive proposals will be evaluated based on stated evaluation criteria (Section 6). The CIDs shall judge the factors and make the award in the best interest of the CIDs.

2.2.3 ***Completeness of Proposals:*** Selection and award will be based on the Contractor’s proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 ***Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration:***

After receipt all proposals and prior to the determination of the award, the CIDs may initiate discussions with one or more Contractors should clarification or negotiation be necessary. Contractors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Contractors should be prepared to send qualified personnel to the CIDs to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Contractor’s expense.

2.2.5 ***Best and Final Offer:*** The “Best and Final Offer” is an option available to the CIDs under the RFP process which permits the CIDs to request a “best and final offer” from one or more Contractors if additional information is required to make a final decision. Contractors may be contacted asking that they submit their “best and final offer”, which must include all discussed and/or negotiated changes.

**2.2.6 Evaluation and Recommendation for Award:** The CIDs will evaluate the proposals and will provide a recommendation for award to the procurement agent that contains the ranking and related supporting documentation for its decision. The procurement agent will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the CIDs recommendation.

**2.2.7 Contract Award:** Contract award, if any, will be made by CIDs Board upon recommendation from the CIDs evaluators to the highest-ranking Contractor who provides all required documents and successfully completes the negotiation process.

The CIDs may elect to electronically deliver contracts to the awarded contractor for digital signing. The State of Georgia and federal law recognize and uphold the use of electronic signatures.

## **2.3 CIDs Rights Reserved**

While the CIDs has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the CIDs to award and execute a contract. Upon a determination such actions would be in its best interest, the CIDs, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the CIDs will not reimburse any vendor for the preparation of their proposal. If unopened, proposals may be returned, at Contractor's expense, upon request
- Reject any or all proposals, responses, or submissions received in response to this RFP
- Waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this RFP which would not have significant impact on any proposal or submission
- Not award a contract if it is in the best interest of the CIDs not to proceed with contract execution
- Terminate any contract if the CIDs determines adequate funds are not available

## **SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS**

### **3.0 Organization of Proposal**

Each proposal must be organized in the order set forth below. Paper original and copy sections shall have tabs separating each section. Each proposal and copies must be submitted in a sealed envelope/package. Cost proposal to be within a sealed envelope within the sealed proposal package.

Sealed proposal envelope/package must be marked on the exterior with the following:

- Contractor's name and address
- RFP #
- RFP response (proposal) due date/time.

1. Cover Page – Page 1 of this RFP. Contractor’s authorized official to complete, sign, and return with proposal response.
  - a. By submitting a response to this RFP, Contractor acknowledges and agrees that Contractor has carefully examined and fully understands the provisions and requirements of this RFP, has made a personal examination of the site of the proposed work (if applicable), is satisfied as to the actual conditions and requirement of the proposed work, and hereby proposes and agrees that if Contractor’s proposal is accepted, Contractor will contract with the CIDs in full conformance with the contract documents. Contractors should include a listing of exceptions to Sections 1, 2, 3, and 7 (including subsections).
2. Cover Letter – see Section 4.1.
3. Surety Letter and Insurance Evidence – see Section 4.1.2.
4. Section 3, Scope of Project/Specifications – include all requested documents, information, exceptions, clarifications, etc.
5. Section 4, Contractor Qualification Requirements – include all requested documents and information.
6. Appendix A, Standard Forms – Forms included are informational only and **do not** need to be included in proposal.
7. Additional Appendices – include all requested documents and information.
8. Addenda – if any addenda are formally issued by the CIDs, Contractor must complete, sign, and return Page 1 Addendum Acknowledgement with proposal acknowledging receipt and adherence to any changes in the RFP.
9. Section 5, Cost Proposal and Proposal Price Certification – Contractor’s authorized official to complete, sign, and return with proposal as directed below:
  - a. Contractors **must** respond to this RFP by using the cost proposal form identified in Section 5 and found in Appendixes F, G, H, & I.
  - b. Contractor’s authorized official to complete, sign, and return one (1) copy of the cost proposal and proposal price certification in a sealed envelope
  - c. Except in rare cases as described in *Section 1.2.6*, a proposal may not be corrected, withdrawn, or canceled by the Contractor once it is submitted.
  - d. The cost proposal form will be used as the primary representation of each Contractor’s cost/price and will be used extensively during proposal evaluations and ranking. Additional information should be included as necessary to explain in detail the Contractor’s cost/price.
  - e. One original cost proposal shall be submitted within the sealed proposal package in a separate, sealed, opaque envelope marked:
    - Cost proposal
    - Contractor’s name and address
    - RFP #
    - RFP name
    - Due date/time
  - f. Additional cost proposal sheets **shall not** be included in proposal original or copies

### 3.1 Proposal Copies Required, Deadline for Receipt

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#### Contractors have a choice between Option A and/or Option B

##### Option A. Hand Delivered

1. Each proposal must be received in sealed, opaque packaging.
2. Proposals must be at the location noted below prior to the RFP Response (Proposal) Due Date/Time **Wednesday, October 16th, 2025, by 1:00 PM**. Each RFP response received must be delivered to this location and Time/Date stamped upon delivery.

CIDs hours of operation for receipt of deliveries:

Monday – Thursday 9:00 am – 4:00 pm

Friday 9:00 am – 2:00 pm

Perimeter CIDs

ATTN: Mr. Andrew Long

1100 Abernathy Road, N.E.

500 Northpark, Lobby Suite 15

Atlanta, GA 30328

3. Contractors must submit the following number of copies to the address set forth on the Cover Page:

##### **A. Technical Proposal (Does Not Include Cost Proposal):**

- **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked “Original” with original signatures;
- **Three (3) Hard Copies Unbound** (3-ring binder OK), marked “Copy”;
- **One (1) Flash Drive Copies.**
  - a. Mark all Flash Drives with Contractor’s name and RFP number and title.
  - b. All digital files must be in either (unless otherwise specified within this document):
    - i. Microsoft Office file format or
    - ii. Portable Document Format (PDF).
  - c. Use caution in creating the electronic files. If the CIDs is unable to open files due to data-corruption, password, or encryption error, etc., the Contractor’s proposal may be considered incomplete.
  - d. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy “Original”.

**B. Cost Proposal: One (1) Hard Original Copy** marked “Original” with original signatures. See *Section 3.0, #7 Cost Proposal and Proposal Price Certification* for complete submittal directions.

##### Option B. Emailed

- Emailed to – [along@perimetercid.org](mailto:along@perimetercid.org) (Andrew Long) no later than: **Wednesday, October 16th, 2025, by 1:00 PM**

- Emailed attachments need to be sent in a manner and format that can be opened by the procurer (ex. PDF). Any Email sent that is not accessible by the deadline can be deemed “late” and not accepted.
- A “Confirmation / Receipt” email will be sent by the Procurer to provide documentation for the Sender.

## 3.2 CIDs Intent

---

The Perimeter CIDs is accepting sealed proposals from pre-qualified landscape contractors for the CIDs-wide **Exterior Landscape Maintenance of Right-of-Ways and On-Call Landscape Installation Services** contract.

Proposal preparation will be based upon the requirements set forth in this RFP at the locations defined by the landscape maintenance maps Appendices J and K.

The RFP contains requests for information regarding landscape installation, as the awarded Contractor will also be responsible for installing large-scale tree planting and landscape improvement projects.

Based on review and scoring of proposals received, the Perimeter CIDs intends to award a contract to a single contractor. A contract from the Notice to Proceed date to **December 31st, 2026** for **Perimeter CIDs- Landscape Maintenance of Right-of-Ways** and an option to extend the contract one (1) additional year. (There is no baseline amount of work guaranteed for the On-Call Landscape Installation Services.)

This RFP does not include park land, park facilities, or CIDs Center.

## 3.3 Required Information

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Proposals must clearly state the following information:

### 1. Means and Methods for Providing Landscape Maintenance Services

Include proposed plan to provide landscape maintenance services that meet the requirements of the attached **Appendix E: Landscape Maintenance Specifications**. Responses must contain specific information including proposed equipment (trucks, mowers, spray rig, etc. and quantities of each); 52-week schedule including pruning, fertilization, over-seeding, mowing, herbicide application, and all other components of maintenance as outlined in the specifications; proposed pesticides including herbicides, insecticides, fungicides, etc.; list of pesticide applicator license holders; any other maintenance recommendations by Contractor above or in lieu of those outlined in the provided specifications.

### 2. Labor Resources for Landscape Maintenance Services

Include description of labor resources that will be involved in performing the maintenance work as stated in “3. Means and Methods” below. Information must include number of crews and number of employees per crew. Also identify and provide brief resume statements for key personnel such as contract manager, supervisor overseeing all crews, individual crew leaders, designated contact in the field, etc. If number of crews or dedicated employees will change seasonally, please outline schedule of seasonal changes.

### 3. Means and Methods for Providing Landscape Installation and Construction Services

Assume a large annual roadway planting that includes trees, shrubs, groundcovers, and paver installation. The installation will further involve traffic control, grading/bed preparation,

topsoil, pine straw, staking, watering bags, etc. Generally, describe the means and methods that will be initiated to perform the work. Description will be based upon existing company operational procedures. For example, state what division of the company will be performing the work (construction, enhancements, maintenance, etc.) and provide sample information for equipment and labor resources normally dispatched for a project of this type.

4. **Landscape Maintenance Pricing Sheet**

- Complete the attached *Appendix F*

5. **Pine Straw Pricing Sheet**

- Complete the attached *Appendix G*

6. **Supplemental Landscape Maintenance Pricing Form**

- Complete the attached *Appendix H*

7. **On-Call Project Landscape Installation and Construction Services Unit Price**

- Complete the attached *Appendix I*

## SECTION 4: OFFEROR QUALIFICATIONS

### 4.0 CIDs Right to Investigate

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The CIDs may make such investigations as deemed necessary to determine the ability of the Contractor to provide the supplies and/or perform the services specified.

### 4.1 Contractor Informational Requirements

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In determining the capabilities of the Contractor to perform the services specified herein, the following informational requirements must be met by the Contractor. Failure to include the elements specified may be cause for rejection. Additional information may be provided but should be brief and relevant to the goals of this RFP. Each proposal shall provide the following information:

4.1.1 **Cover Letter and Summary:** Provide a cover letter stating the following:

- Business name
- Home office address, identify whether this or another office address is responsible for work of this project
- Identify a **single point of contact**. This person shall speak on behalf of the Contractor and be responsible for correspondence to and from the organization and the CIDs. If necessary, the CIDs will send all project-related communications to this contact person. Include the following contact information: Mailing address, telephone number, and e-mail address.

4.1.2 **Available Resources**

1. **Bonding Capacity:**

- a. The CIDs reserves the right to require the selected firm for On-call Landscape Installation and Construction Services to submit “Payment Bond”, “Performance Bond”, and a “Landscape Installation and Watering Bond” upon



issuance of installation/construction work orders. Each bond will be in the amount of 100% of the work order.

- b. Contractors shall demonstrate their financial stability to supply, install, and support the services specified by providing evidence of bonding capacity in the amount of the construction budget (e.g., a letter from your surety agent stating that one or more sureties will issue bonds in the amount of the project budget if your team is selected).
  - c. Surety evidence shall be included after the cover letter and summary of the proposal.
2. **Insurance:** Provide a copy of the firm’s existing certificate of insurance showing the firm’s current limits of liability for comprehensive general liability, workers compensation, business automobile liability, and umbrella liability insurance. See Section 7.5 for CIDs General Insurance Requirements for these services. Insurance evidence shall be included after the surety evidence.

## SECTION 5: COST PROPOSAL

*Contractor is to provide with his proposal the following documents:*

- Appendix F: Annual Maintenance Cost Form. Complete the attached Landscape Maintenance Pricing Sheet
- Appendix G: Itemized Bid Form for Pine Straw
- Appendix H: Supplemental Landscape Maintenance Pricing Form
- Appendix I: On-Call Landscape Installation and Construction Services. Unit Pricing Form

**Award will consider price, but price will not be the sole, determining factor.**

### WORK SCHEDULE

Work under this contract will commence on the Notice to Proceed date and run continuously to **December 31, 2026**, with the OPTION of the CIDs extending the CONTRACT for a third year. The anticipated Notice to Proceed date is **January 1, 2025** but may vary due to contract negotiations. Please provide the Landscape and Pine Straw Totals for the anticipated twenty-three (24) month period. The combined annual sum of both categories is defined as the “TOTAL BID PRICE.” In addition to the TOTAL BID PRICE, please also provide **12** equal Monthly Payment Amounts for each year.

## SECTION 6: EVALUATION CRITERIA

### 6.0 Evaluation Criteria

The CIDs will evaluate the responsive proposals and determine a ranking based on the information provided in *Sections 3* through *5* of this RFP. Proposals will be evaluated based on stated evaluation criteria. In ranking against stated criteria, the CIDs may consider such factors as accepted industry standards and a comparative evaluation by the CIDs of other qualified RFP responses in terms of differing price, quality, quantity, and contractual factors. These rankings will be used to determine the most advantageous offering to the CIDs.

Any proposal that fails to achieve a passing ranking for any part/section for which a passing

ranking is indicated will be eliminated from further consideration.

After completing the initial ranking, the CIDs may create a shortlist of the highest-ranking Contractors. In the event of a shortlist, Contractors may be asked to arrange a site visit; may be invited for a presentation or interview; or may be asked to supply additional information for evaluation. Once all evaluations are complete, the CIDs may either recommend to award to the highest-ranking Contractor or if necessary, to seek discussion/negotiation or a “best and final offer” in order to determine the highest-ranking Contractor.

<b>Criteria</b>	<b>Weight</b>
Maintenance - Means and Methods	20
Maintenance - Labor Resources	30
Installation - Means and Methods	5
Annual Maintenance Cost	30
Itemized Bid for Pine Straw	10
Sample Installation Pricing	5
Total	0/100

## SECTION 7: TERMS AND CONDITIONS

The Perimeter CIDs contractual terms and conditions will be substantially as set forth in Appendix D which is provided for informational purposes only. To the extent they may conflict with the final contract, the terms and conditions in the final contract will govern. Contractors should notify the CIDs if any of the terms and conditions preclude them from responding to this RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Contractor's Proposal. Any requests for material, substantive, important exceptions to the terms and conditions will be addressed by formal written addendum issued by the designated procurement agent. The CIDs reserves the right to address any non-material, minor, and/or insubstantial exceptions to the terms and conditions.

### 7.0 Additional Contract Provisions and Terms

This RFP, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the proposal of the awarded Contractor, including any amendments thereto, will be incorporated into the contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The terms and conditions set forth herein do not define the total extent of the contract language. In the event Contractor and Perimeter CIDs conflict or dispute as to the duties and responsibilities of the CIDs and Contractor under any resulting contract documents, the contract will govern in accordance with the order of precedence set forth therein. These terms and conditions are for informational purposes only and the Contractor will be held to the actual terms of the subsequent contract. To the extent that the terms of the actual contract conflict with the terms of the RFP, the terms of the actual contract will comply.

### 7.1 Performance Prior to Contract Execution

The successful Contractor shall not begin work prior to the execution of the Perimeter CIDs formal written contract by the CIDs and the successful Contractor. Any Contractor beginning work prior to the execution of the contract shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. In addition, the CIDs reserves the right to withdraw or cancel the award of this RFP.

### 7.2 Contract Term

The contract for each service (CIDs-Wide Landscape Maintenance of Right-of-Ways and On-Call Landscape Installation and Construction Services Contract) is for a term anticipated to be twenty-three (24) months, commencing from Notice to Proceed, and terminating **December 31, 2026**, with an optional one (1) year extension, as further provided for in the contract and in accordance with O.C.G.A. § 36-60-13.

The term of the contract may be extended by the CIDs, with the written consent of the Contractor, for additional time as may be necessary or advantageous to the CIDs.

The contract price(s) and/or rates for the above-stated contract term will remain as offered in the Contractor's cost proposal and accepted/awarded by the CIDs Board, for the CIDs-Wide Landscape Maintenance of Right-of-Ways Contract and Landscape Installation and Construction Services Contract, from the date of Notice to Proceed to **January 1st, 2025** (two (2) annual terms) plus Optional third year from contract commencement. Contractor shall provide the CIDs

with the subsequent prices or rates for any annual renewal term, if different from the then original prices or rates, at least ninety (90) days prior to the expiration of the then existing annual term. Subsequent prices or rates are guaranteed for a minimum of twelve (12) months. If written notice of non-renewal is given, this contract will terminate upon expiration of the then existing annual term.

### **7.3 Subcontractors and Sub-subcontractors**

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The highest-ranking Contractor will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work and subcontractors. All subcontractors, if any, must be listed in the proposal. The Perimeter CIDs reserves the right to approve all subcontractors. The Contractor shall be responsible to the CIDs for the acts and omissions of its subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the negligent acts and negligent omissions of persons employed directly by the Contractor. Further, nothing contained within this RFP, or otherwise in the Contract Documents created as a result any contract award derived from this RFP, shall create any contractual relationships between any subcontractor of the Contractor and the CIDs.

#### **General Contractor compensation to handle subcontractors-**

The General Contractor mark-up of a subcontractor fee shall not exceed fifteen percent (15%) of the actual cost of the subcontractor's work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

#### **Subcontracting pricing shall be determined by-**

1. Unit bid prices previously provided with Contractor proposal.
2. An agreed lump sum.
3. The actual cost of the following:
  - a. Labor, including foremen;
  - b. Materials entering permanently into the work;
  - c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - d. Power and consumable supplies for the operation of power equipment;
  - e. Insurance;
  - f. Social Security and old age and unemployment contributions.

### **7.4 Bonding Requirements for On-Call Landscape Installation and Construction Services**

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Prior to being issued the Notice to Proceed, the work based on any/all on-call landscape installation and construction services, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a "Payment Bond", a "Performance Bond" and a "Landscape Installation and Watering Bond" each in the amount of one hundred percent (100%) of the price of each work order. The life of the Payment Bond and the Performance Bond shall extend through the final completion date of the contract term, including if applicable the optional additional 1-year term. The life of the Landscape Installation and Watering Bond shall extend through the final completion date, including the

optional additional 1-year term and for an additional two (2) year landscape planting warranty from date of final acceptance of the plantings (where applicable).

“Performance Bond” and “Landscape Installation and Watering Bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the work and to indemnify the CIDs for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the CIDs.

“Payment Bond” means a bond with good and sufficient sureties or guarantees payable to the CIDs and intended for the use and protection all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work for the use persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the project.

## 7.5 General Insurance Requirements

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The following is informational for this RFP, the actual contract terms will govern. Upon Board approval, the awarded Contractor shall provide the Perimeter CIDs with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the contract work or term. Thereafter, a renewal certificate shall be delivered to the CIDs at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the CIDs as to form or substance, or any of the carries issuing such policies shall be or become unsatisfactory to the CIDs, the Contractor shall deliver to the CIDs representative upon demand a certified copy of the policy required herein for review. The Certificates of Insurance shall state that the Perimeter CIDs is additionally insured.

- **Workers Compensation:** Workers’ compensation \$500,000 per accident per employee with waiver of subrogation. Required documentation includes certificate from insurance company showing issuance of workmen’s compensation coverage for the State of Georgia.
- **Comprehensive General Liability Insurance:**

Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
- **Comprehensive Auto Liability Insurance:**

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$100,000 each occurrence
- **Excess Umbrella Liability:**

Combined Single Limit Bodily Injury and / or Property Damage	\$1,000,000 each occurrence
	\$1,000,000 aggregate

## 7.6 Independent Contractor

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The Contractor shall be an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the Perimeter CIDs. The Contractor shall have no authority to contract for or bind CIDs in any manner. Neither the Contractor nor its employees are employees

of the CIDs. The Contractor shall have and maintain the responsibility for and control of the rendition of the work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the work (services, duties, and responsibilities as described and contemplated in the contract). The Contractor is required to supply the CIDs with proof of compliance with the Workers' Compensation Act while performing work for the CIDs. Proof of compliance must be received at the address listed under *Section 1.0* with the original proposal.

## **7.7 Compliance with Illegal Immigration Reform and Enforcement Act E-Verify Program**

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The Perimeter CIDs is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the CIDs shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Contractors submitting a proposal for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Proposal.

No Contractor shall submit a Proposal for the physical performance of service unless the Contractor participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
  - The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of newly hired employees;
  - Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility newly hired employees; and
  - Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify,” operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at the following website address (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>).

### **Contractor, Subcontractor, and Sub-Subcontractor Evidence of Compliance**

- The Contractor, if entering a contract with the CIDs providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from

such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A*, and maintain records of such attestation for inspection by the CIDs at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

- Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13- 10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the CIDs at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub- subcontractor agreement.
- The Contractor shall comply with all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

**Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution purchase order or contract.**

## **7.8 Compliance with Laws**

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The Contractor shall, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subject's subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

The Contractor shall cooperate with all affected governmental agencies as required by local, state, and federal requirements including but not limited to GDOT and local jurisdictions.

## **7.9 Substitutions and Change Orders**

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**NO** substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the Perimeter CIDs or their authorized representative.

Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the CIDs agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may

be approved by the CIDs at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the CIDs with prompt written notice of the need for such substitution and shall cooperate with the CIDs in providing a replacement.

## **7.10 Contract Termination**

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The Perimeter CIDs may, by written notice to the Contractor, terminate the contract without cause; provided, the CIDs must give notice of termination to the Contractor at least fourteen (14) days prior to the effective date of termination.

## **7.11 Invoicing and Payment**

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The Perimeter CIDs agrees to pay the Contractor in current funds for the performance of the contract subject to additions and deductions as provided in the contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the CIDs during the pre-construction meeting or prior to the commencement of the work or service. Upon completion of the work or, if agreed to by the CIDs, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The Contractor will attend with a representative of the CIDs a monthly landscape maintenance inspection. During the inspection, the CIDs representative will direct the Contractor for work related items as specified. If those items are not completed in a timely manner, the CIDs may hold payments until the work has been completed and/or corrections have been made. Refer to Appendix E.

**For Annual CIDs-Wide Landscape Maintenance Contract:** The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), two divided invoices for the total amount due, for the portion of work provided to the CIDs under the contract at the billing address specified below. Perimeter CIDs resides in two counties, Fulton and DeKalb, so two checks will be issued to the contractor.

**For On-Call Landscape Installation and Construction Services Contract:** The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), two divided invoices for the total amount due. Perimeter CIDs resides in two counties, Fulton and DeKalb, so two checks will be issued to the contractor. The invoices shall be submitted for the portion of work provided to the Perimeter CIDs under the contract at the billing address specified below. The Perimeter CIDs shall retain ten percent (10%) of the gross value of completed portions of the work. When all work is completed, and final acceptance has been approved by the CIDs, the Contractor may invoice for the amount retained.

The CIDs will process approved payment requests for both the Landscape Maintenance Contract and the On-Call Landscape Installation and Construction Services Contract under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The CIDs will not entertain any other payment arrangements.

Invoices shall be submitted to:

Perimeter CIDs  
ATTN: Mr. Andrew Long  
1100 Abernathy Road, N.E.  
500 Northpark, Lobby Suite 15



Atlanta, GA 30328

Upon receipt of the two equally divided invoices and inspection and acceptance of the work, the Perimeter CIDs will render payments. All such invoices will be paid within forty-five (45) days by the CIDs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Contractors, who are individuals, shall provide their social security numbers on Page 2 of this RFP. Contractors, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 2 of this RFP. **All Contractors must provide a completed and signed W-9.**

## **7.12 Miscellaneous**

**7.12.1 Deliveries and Materials Storage:** In the event there are to be deliveries required for work activities, all goods and materials will be shipped, by direction of the contractor, to a staging area or on-site work location. At no time will deliveries be made to Perimeter CIDs office address. Contractor to provide shipping address to supplier. No freight or postage charges will be paid by the Perimeter CIDs unless such charges are included and accepted in the RFP price and contract award by the CIDs. The Contractor, at Contractor's expense, will arrange to have someone onsite to inspect and accept delivery. The Contractor has sole responsibility for securing all materials at the project site.

In the event that construction activities occur on multiple days, materials storage will be required offsite at the direction of the Contractor. No materials or equipment shall be stored onsite. Contractor has the sole responsibility to store all equipment and materials after working hours at an offsite location.

### **7.12.2 Taxes:**

Federal Tax Identification# 58-2496260

Copies of the CIDs Form W-9, Taxpayer Identification and Certification are included in Appendix B.

## **APPENDIX A: STANDARD FORMS**

This section contains the forms necessary to ensure compliance with various laws as described within this RFP.

**Forms provided for Contractor’s Information and Use**

- Forms to be held on file by Contractors and available to CIDs for review upon request. These forms **do not** have to be submitted with the proposal.
  1. Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I- 9) *(if using subcontractor(s) – Prime Contractor to retain on file)*
  2. Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E- Verify/I-9) *(if using sub-subcontractor(s) – Prime Contractor to retain on file)*

**Affidavit Verifying Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)**

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**Affidavit Verifying Sub-Subcontractor Participation in Federal Work Authorization Program (E-Verify/I-9) (Prime contractor to retain on file)**

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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                 <input type="checkbox"/> C Corporation                 <input type="checkbox"/> S Corporation                 <input type="checkbox"/> Partnership                 <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
5	8								
-				-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# APPENDIX C: DEFINITIONS OF CERTAIN TERMS

## **Definitions**

- **Bid** - The response submitted by a Bidder to a Request for Proposal (RFP) or Request for Qualifications (RFQ) to provide goods or services at the prices quoted.
- **Bidder** - One who submits a response to an RFP/RFQ.
- **Beauty Strip** – Landscape area along roadways located between back of curb and front of sidewalk.
- **Bonds:**
  - **Landscape Installation and Watering Bond** - An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Landscape Contractor will guarantee 100% of the cost of the plant material, the installation of the plant material and the watering of the installed plant material purchased in the contract. The Landscape and Watering Bond does hereby guarantee that all work executed under the contract documents will be free from defects of materials and workmanship for a period of 24 months from the date of final acceptance of the job and that all defects occurring within that period shall be replaced at no cost to the Owner.
    - The Landscape Bond can be used by the Owner to replace landscape material that fails to maintain a healthy, vigorous condition (excluding theft or vandalism). The CIDs representative and or the CIDs Landscape Architect, shall make determination regarding the applicable condition of the landscape plant material and prepare a punch list that identifies landscape items that will need the Contractors attention and need to be addressed or all items of Landscape Contract are complete and can be released. The issuance to Principal of a release letter regarding this Bond, shall be provided 24 months after the date of the CIDs written acceptance of this Bond. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.
    - The Landscape Installation and Watering Bond requires that all replacement plant material shall meet all specifications as listed in the initial contract and or on the plant list in regard to species, variety, color, and quality. Size of replacement plant material shall equal the size of either the contracted or existing adjacent like specimens.
  - **Payment Bond** - A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. May be referred to as Labor and Material Payment Bond.
  - **Performance Bond** - An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. May be referred to as a

### Completion Bond.

- **Contract** - The formal written agreement executed by the Perimeter CIDs and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.
- **Contract Documents** - Collectively refer to the RFP or RFQ as issued by the Perimeter CIDs and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded contractor including any amendments thereto.
- **Contractor** - The successful Bidder or Offeror to whom (or which) a contract resulting from the RFP or RFQ is awarded by the Perimeter CIDs, and who (or which) has executed a formal written contract with the City to furnish goods, services, or construction for an agreed upon price.
- **CIDs Representative** – The specific Perimeter CIDs employee assigned as the representative overseeing maintenance and/or landscape contract(s).
- **MUTCD** – Manual of Uniform Traffic Control Devices.
- **Procurement Agent** - Procurement team member representing the primary public contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.
- **Project** - The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the RFP or RFQ and the Contract Documents and as generally described in the title to this RFP or RFQ.
- **Proposal** - A document submitted by an Offeror in response to an RFP to be used as the basis for evaluation, for negotiations, for entering into a contract.
- **Request for Proposals (also called RFP, Formal Sealed Proposal, or Proposal)** - The method of procurement when the cost of goods and/or services is \$25,000.01 or greater and where the Competitive Sealed Bid method is neither practical nor advantageous and cost is not the primary consideration. This process does provide for the negotiation of terms, including price, prior to contract award.
- **Request for Qualifications (also called RFQ, Request for Qualified Contractors)** - The Formal Request for Qualifications is a prequalification process used to obtain statements of qualifications from contractors prior to issuing the solicitation. An RFQ is often Step 1 of a two-step process followed by an RFP to be issued only to Providers/Suppliers determined to be Qualified Providers/Suppliers.
- **Responsible** - The contractor has the capacity in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- **Responsive** - The contractor has submitted a Bid/Proposal that conforms in all material respects to the requirements stated in the solicitation document, including

all form and substance.

- **Right-of-Way** – Extents of area dedicated to public roadway corridors.
- **Scope of Work/Project** - A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid/ Request for Proposal. A well-conceived and clearly written scope serves many purposes including:
  - Establishing a clear understanding of what is needed
  - Encouraging competition in the marketplace and promoting economic stimulus
  - Satisfying a critical need of government
  - Obtaining the best value for the taxpayer
- **Specifications** - A precise description of the physical or functional characteristics of a product, good, or construction item. A description of goods and/or services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.
- **Subcontractor**- A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- **Work** - The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the RFP or RFQ hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.
- **Work Area** – All locations of service identified on the *Landscape Maintenance Map*, provided in Appendix J and Appendix K.

## APPENDIX D: SAMPLE CONTRACT DOCUMENTS

FOR INFORMATIONAL PURPOSES ONLY.

THE CONTRACT WILL BE ALTERED AND AMENDED THROUGH NEGOTIATION WITH THE SELECTED CONTRACTOR.

### Sample Contract Agreement for Landscape Maintenance of Right-of-Ways and On-Call Landscape Installation and Construction Services

~~CONTRACT NAME: LANDSCAPE MAINTENANCE OF RIGHT-OF-WAYS AND ON-CALL LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES~~

CENTRAL PERIMETER COMMUNITY IMPROVEMENT DISTRICT AND FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT (PERIMETER CIDS and/or CIDs) OF FULTON/DEKALB COUNTY, GEORGIA STANDARD CONTRACT FOR SERVICES

This Contract for Services for the Perimeter CIDs of Fulton/DeKalb County, Georgia is made and entered into and effective \_\_\_\_\_, by and between, \_\_\_\_\_ a Georgia [corporation - or-limited liability company - etc.] with its principal office located at \_\_\_\_\_ (the “Contractor”) and the CIDs of Fulton/DeKalb County, Georgia.

Contract Documents. The Contract Documents consist of this Contract, the CIDs Request for Proposal No. 25-01 dated **Monday, September 16th, 2025** (the “RFP”), including any addenda thereto, the Contractor’s Proposal dated **Wednesday, October 16th, 2025, by 1:00 PM** (the “Proposal”), all of which collectively are incorporated herein by reference (collectively, the “Contract Documents”). In the event of any conflict in the Contract Documents, the provisions and requirements set forth in this Contract shall govern; provided however, to the extent any of Contractor’s obligations or duties set forth in the Proposal exceed the requirements provided within the RFP or this Contract, or the CIDs finds any of the terms set forth in the Proposal more desirable, the terms set forth in the Proposal shall control. Subject to the foregoing, in the event of a conflict between the language in the RFP and the Proposal, the language in the former shall govern.

1. Scope of Services. The Contractor’s duties and scope of services are specifically set forth in the RFP and Proposal (the “Work”) and, in general, include the following: Landscape Maintenance of Right-of-Ways and On-Call Landscape Installation and Construction Services. This work includes the maintenance of existing landscape plantings in areas within the Right-of-Ways in accordance with Appendix E Landscape Maintenance Specifications, as well as but not limited to, large annual roadway plantings that includes trees, shrubs, groundcovers, paver installation, and installation of landscape improvements at various locations within the CIDs of Fulton/DeKalb County, Georgia, in accordance with the specified planting dates to be established by the CIDs with each work order for On-Call Landscape Installation and Construction Services. Contractor will furnish all labor, materials, equipment, superintendence, and other incidentals as required to perform the plantings in accordance with the planting dates to be established in each work order by the CIDs and complete the Work within agreed timeframes. Further, for each work order, Contractor shall provide a two-year warranty on all trees, shrubs, and groundcover. Such warranties shall begin upon Final Acceptance date of each work order by CIDs and shall survive termination of this Contract. Should any plantings die, fail to survive, or otherwise be found to be defective, damaged, flawed, or non-conforming by the CIDs during the period of warranty coverage, such plantings shall be replaced by the Contractor at no additional cost to the CIDs and corrected to CIDs satisfaction. There is no baseline amount of work guaranteed for the On-Call Landscape Installation and Construction Services contract.
2. Contract Prices. As finally awarded by the CIDs, the CIDs shall pay Contractor in accordance with the unit prices/rates set forth in Contractor’s Cost Proposal Sample Rate Sheets, which is attached hereto

and incorporated herein as **Appendix F, G, H, & I**, for Contractor's performance of Work. When such unit costs/rates are not applicable to certain items or portions of the Work requested by task order, lump sum fees for such items will be determined on a project-by-project basis. Such lump sum fee items or portions of the Work may include, but are not limited to, erosion control, landscaping, and traffic control. When landscape installation and construction project require the provision of lump sum fee items, such items will be included as part of the CIDs request for performance of a task order. For any such project, Contractor will submit a proposal for its provision of such lump sum fee items, which must be approved in writing by the CIDs prior to Contractor's commencement of any portion of the Work requested by the subject task order.

The CIDs will process approved payment requests under this project to the Contractor. Payment to sub-contractors and suppliers is the responsibility of the Contractor. The CIDs will not entertain any other payment arrangements.

Invoices shall be submitted to:

**CIDs**

**Attn: Mr. Andrew Long**  
**100 Abernathy Road, N.E.**  
**500 Northpark Lobby Suite 15**  
**Atlanta, Georgia, Ga. 30328**

Payments may be made in the manner and on the periodic basis agreed to by the CIDs prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the CIDs, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed. Upon receipt of Contractor's invoice and following inspections and confirmation of the performance of the subject portion of the Work, the CIDs will render payment. Upon receipt of Contractor's final invoice and following final inspection and final acceptance of the Work, the CIDs will render final payment. Subject to the withholding of any amounts due to the CIDs as further set forth herein, all such invoices will be paid within forty-five (45) days by the CIDs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation. No price adjustments shall be made during the term or any extension of this Contract except upon mutual consent of the parties. Notwithstanding any other provision of this Contract, and without prejudice to any of CIDs other rights and remedies, CIDs shall have the right at any time or times to deduct and withhold from any payment for services that may become due under this Contract, such amount or amounts as may reasonably appear necessary to compensate the CIDs for any portion of the Work that is defective, damaged, flawed, unsuitable, non-conforming or incomplete. Acceptance of final payment shall constitute a waiver of all claims against the CIDs by the Contractor except for those claims previously made in writing against the CIDs by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

3. Commencement of Services, Substantial Completion and Final Completion.

- (a) Commencement of Services. The CIDs shall not become obligated to pay for the Work prior to execution of this Contract and the Contractor shall not proceed to perform the Work until a written authorization to proceed ("Notice to Proceed") has been sent the Contractor from the CIDs. The Contractor shall commence performance of the Work ("Commencement of Work") as set forth in the Notice to Proceed.



- (b) Time for Performance. Contractor shall perform the Work in accordance with the project schedule set forth in the Proposal or as otherwise mutually agreed to by the parties prior to the Commencement of Work.
- (c) Delay Caused by CIDs. If the completion of the Work is delayed by actions of the CIDs, then and in such event the required time for completion of the Work shall be extended for such additional time within which to complete performance as is required by such delay.
- (d) Time is of the Essence. All limitations of time set forth in this Contract are of the essence.

4. Duration of Contract.

- (a) Contract Term. It is anticipated that the term of this Contract shall be for a twenty-three (24) month period commencing from the Notice to Proceed and terminating **December 31, 2026**, as further set forth herein and in accordance with O.C.G.A. § 36-60-13. *The CIDs reserves the right to extend the contract for a third (3) year, beginning in **January, 1 2027** and terminating **December 31, 2027**.*
- (b) Contract Extension. If the completion of this Contract is delayed by actions of the CIDs, then and in such event the term of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the CIDs and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5. Termination. This Contract may be terminated prior to the term ending by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract. Prior to such termination, the non-defaulting party shall give notice to the defaulting party of the failure or default. Such party shall have fifteen (15) days from the date of the notice to cure the default or failure if such default or failure is capable of being cured. Upon failure to cure the default or failure within fifteen (15) days, or if such failure or default is not capable of being cured, the non-defaulting party may terminate the Contract effective immediately upon the provision of written notice as provided in Section 15 (Notices). The Contract may also be terminated prior to expiration of the term by the CIDs for PCIDs convenience upon the provision of not less than fourteen (14) days written notice to the Contractor. In the event of such termination, the Contractor shall be compensated for services performed prior to termination. Such amount shall be paid by the CIDs upon the Contractor's delivering or otherwise making available to the CIDs, all data, drawings, specifications, reports, estimates, summaries and other information and materials as may have been accumulated by the Contractor in performing the services included in this Contract, whether completed or in progress. All unperformed obligations incurred by Contractor prior to such date shall survive termination of this Contract.

6. Representations and Warranties. Contractor represents and warrants that:

- (a) Contractor has full power and authority to perform its obligations hereunder and to deliver the products and services set forth in the Contract Documents to the CIDs without the consent of any other person or entity, and the products and services shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature;
- (b) Contractor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the products and services shall comply with all such statutes, rules, regulations and requirements in effect at the time of delivery to and acceptance by the CIDs;
- (c) Contractor shall perform its obligations hereunder in a good, professional and workman-like manner, and in strict accordance with CIDs specifications and the terms of this Contract;

- (d) All services performed by the Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by other members of Contractor's profession or trade currently practicing in the same locality under similar conditions; and
  - (e) Contractor, in the performance of its duties under this Contract, including but not limited to, its dealings with property owners, developers, contractors, consultants, architects and any local, state, or federal governmental agency or political subdivision, shall owe its primary duty of loyalty to the CIDs.
7. Licenses, Registrations, Certifications and Permits. The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Work as required by law. Contractor represents to the CIDs that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the CIDs upon request.
8. Insurance.
- (a) Insurance Generally. Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts as specified in the RFP, as follows:
    - i. Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) or as required by applicable law, whichever is greater, for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the CIDs with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.
    - ii. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations coverage for a minimum term of two (2) years following final completion), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Further, the policy shall be endorsed to provide "all risks" coverage. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the CIDs, and its elected officials, officers, employees and agents, as additional insured parties.
    - iii. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury of not less than One Million Dollars (\$1,000,000) per occurrence and property damage of not less than One Hundred Thousand Dollars (\$100,000) per occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Work. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non- ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the CIDs, and its elected officials, officers, employees and agents, as additional insured parties.

- iv. Umbrella/Excess Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate. Such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance policy. Such insurance shall be endorsed to name the CIDs, and its elected officials, officers, employees, and agents as additional insured parties.

(b) Requirements of Insurance.

- i. Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.
- ii. No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.
- iii. Every policy of insurance shall provide that the CIDs will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.
- iv. Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.
- v. Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the CIDs, and Contractor waives any claim against the CIDs arising in contract or tort which is covered by its insurance hereunder.

(c) Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the CIDs may immediately terminate this Contract without advance notice.

(d) Insurance Certificates. Contractor shall provide proof of such insurance to the CIDs contemporaneously with the execution of this Contract. Prior to commencement of the Work, Contractor shall submit to the CIDs certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. Acceptance of a certificate or proof of insurance does not constitute approval or agreement by the CIDs that the insurance requirements have been satisfied.

(e) Other Insurance. Contractor shall maintain such other types and/or amounts of insurance as reasonably required by the CIDs from time to time.

9. Indemnification. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the CIDs, including its elected officials, officers, employees, and agents, from and against any and all claims, demands, losses, liabilities, suits, actions, costs, expenses (including expenses of litigation and attorneys' fees) and damages ("Claims") of any type or nature, including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's, or its officers', agents', employees' or subcontractors', performance or non-performance of this Contract; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the CIDs. Nothing in this Section or this Contract shall be deemed to constitute a waiver

of the CIDs sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

10. Performance and Payment Bonds. Prior to commencing the Work based on any/all On-call Landscape Installation and Construction Services work order, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a “Payment Bond”, a “Performance Bond” and a “Landscape Installation and Watering Bond”, each in the amount of one hundred percent (100%) of the work order price, for the use of the CIDs (“Performance Bond” and “Landscape Installation and Watering Bond”) or all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract (labor and material “Payment Bond”), in accordance with the provisions of the law of the State of Georgia, including, but not limited to O.C.G.A. § 36-91-21, et seq., as applicable. The life of these bonds shall extend through the life of this Contract including the optional 1-year term and the additional two (2) year warranty/guarantee period from date of final acceptance on trees, shrubs, and groundcover per specifications within the RFP. If the CIDs, in its sole discretion, determines either (a) the surety has become insolvent, (b) the surety is no longer certified or approved to write surety insurance or do business in the State of Georgia, or (c) there are no longer sufficient sureties on any or all of the bonds, Contractor shall be required to furnish new or additional bonds within ten (10) days of CIDs providing written notice of such determination to Contractor. Further, CIDs shall have the right to order Contractor to cease performance of the Work until such new or additional bonds are furnished. Contractor shall be liable for any delay in the completion of the work arising out of the failure to maintain sufficient sureties, as any such delay shall be deemed to be caused by Contractor.
11. No Subcontractors. No subcontractor or consultant shall be retained by Contractor to perform services under this Contract without the prior written consent of the CIDs, except for those subcontractors previously identified in the Proposal. Essential staff members assigned to the performance of the Work shall not be reassigned without the consent of the CIDs, which consent shall not be unreasonably withheld. Administration of any approved subcontractor shall be the Contractor’s responsibility and all subcontracts shall require each subcontractor to be bound by all pertinent portions of this Contract and to assume all applicable obligations and responsibilities which the Contractor by this Contract assumes toward the CIDs. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any subcontractor providing a portion of the services, for all intents and purposes as if said subcontractor were a party to this Contract.
12. Independent Contractor. The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the CIDs. Contractor shall have no authority to contract for or bind CIDs in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the Work, the discipline of its employees, and other matters incident to the performance of the Work (services, duties and responsibilities as described and contemplated herein). Notwithstanding the provisions of Section 11 (No Subcontractors) hereof or any other provision(s) of this Contract to the contrary, no employee, contractor or subcontractor of Contractor shall be considered an “employee” of the CIDs during the performance of this Contract (the term “employee” shall have the same meaning as provided in IRS Publication No. 15 (2014) (Circular E).
13. Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift, whether in the form of service, loan, thing, or promise, to any person (including any member of such person’s immediate family) having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the CIDs. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor’s response to the PCIDs RFP.

14. Ownership of Work Product. In the event Contractor prepares, pursuant to the performance of this Contract, any drawings, plans, studies, reports, specifications, other documents (the “Work Product”), the CIDs shall be deemed the owner of the original of all such Work Product, and all statutory and common law rights with respect to such Work Product shall accrue to the CIDs, provided the CIDs has paid for the services in full.
15. Notices. All contractual notices and communications under this Contract shall be deemed sufficient if given by Email with confirmation or receipt requested:

- (a) If to the Contractor, at the following address:

[insert Contractor’s name & address]

Attn: [insert]

- (b) If to the CIDs, at the following address:

**CIDs**

**Attn: Mr. Andrew Long**

**[along@perimetercid.org](mailto:along@perimetercid.org)**

For the purposes of this Contract, the effective date of notice shall be the date that the notice is placed in certified or statutory overnight mail or placed with a courier for hand delivery.

16. Public Records. Contractor understands that in accordance with O.C.G.A. § 50-18-70, *et seq.*, the public has a right of reasonable access to all public records of the CIDs, subject to certain exceptions set forth therein or as otherwise provided by law and agrees to allow access by the CIDs to all documents subject to disclosure under applicable law. Contractor’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the CIDs. Further, Contractor agrees to retain all public records in accordance with the PCIDs records retention and disposal policies, O.C.G.A. § 50-18-92, *et seq.*, and the Georgia Administrative Code. Notwithstanding the foregoing, nothing contained herein shall limit the Contractor’s or the PCIDs right to defend against disclosure of records alleged to be public.

17. Compliance with Illegal Immigration Reform and Enforcement Act:

E-Verify Program: The CIDs is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the CIDs shall not enter into a contract for the “physical performance of services” (as defined in O.C.G.A. § 13-10-90) unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

- (a) Requirement to Participate in a Federal Work Authorization Program (E-Verify):
- i. Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that: The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of



services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

- ii. As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is “E-Verify” (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

(b) Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- i. Contractor, if providing the physical performance of services under this contract, shall comply with the requirements of O.C.G.A. § 13-10-91.
- ii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 by the subcontractor’s execution of the subcontractor affidavit, the form of which is included in Appendix A of the RFP, and will maintain a record of such attestation for inspection by the CIDs at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers’ licenses, and/or identification cards required pursuant to this Section, as applicable, to the CIDs within five (5) business days of receipt.
- iii. Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor’s compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor’s execution of the sub-subcontractor affidavit, the form of which is included in Appendix A of the RFP, and maintain records of such attestation for inspection by the CIDs at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt, of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.
- iv. In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor’s or sub-subcontractor’s portion of work utilized to perform part of the Contract with the CIDs), such party shall instead provide a copy of his or her state issued driver’s license or state issued identification card.

(c) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.

(d) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

18. Miscellaneous.

- (a) Compliance with Laws; No Discrimination. The Contractor, including any approved subcontractors, shall, in performance of the Work, fully comply with all applicable federal, state, or local laws, rules, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In performance of the Work, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Further, Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.
- (b) Governing Law. This Contract is executed and shall be performed in the State of Georgia, and this Contract shall be construed and enforced in accordance with the laws of the State of Georgia. Subject to Subsection (j) below (*Arbitration*), venue for any action arising out of this Contract shall lie in the appropriate court of Fulton County, Georgia.
- (c) Captions. Titles or captions of sections contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or prescribe the scope of this Contract or the intent of any provision.
- (d) Counterparts. This Contract may be executed in three (3) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one (1) and the same instrument.
- (e) Severability. In the event that any provision hereof is held to be invalid or unenforceable, such provision shall be severed from this Contract and shall not affect the validity or enforceability of the remainder of this Contract.
- (f) Entire Agreement. This Contract supersedes all prior discussions and agreements between the parties with respect to the matters contained herein and constitutes the sole and entire agreement between the parties.
- (g) Persons Bound. This Contract shall be binding upon and shall inure to the benefit of the parties, their respective successors, successors in title, legal representatives, heirs and permitted assigns. This Contract may not be assigned by the Contractor without the prior written consent of the CIDs.
- (h) Amendment. No term or provision of this Contract may be amended, waived, supplemented, modified, or terminated except by an instrument in writing signed by the party against whom the enforcement of the amendment, waiver, supplement, modification, or termination is sought.
- (i) Waiver. The PCIDs failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, the PCIDs

waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term.

- (j) Arbitration. Any dispute arising out of this Contract shall, at the option of the CIDs of Fulton/DeKalb County, Georgia, be submitted to binding arbitration conducted in Fulton/DeKalb County, Georgia, Georgia in accordance with the rules of the American Arbitration Association.
- (k) Annual Appropriation and Renewal. Notwithstanding any other provision of this Contract, in compliance with the requirements of O.C.G.A. § 36-60-13 governing the terms and conditions of multiyear contracts, this Contract shall be effective for a term commencing the Notice to Proceed (anticipated date of February 1, 2022), and terminating at midnight on December 31, 2023 (the “initial term”) with an optional 1-year renewal, without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. Nothing stated herein shall obligate the CIDs to extend this Contract beyond the initial term or any renewal term. Further, this Contract shall terminate absolutely and without further obligation of the CIDs at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year if the CIDs Council fails to appropriate funding for the Contract for any such succeeding fiscal year. Notwithstanding any other provision or provisions of this Contract, pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the CIDs determines that adequate funds are not appropriated or granted, or funds are de-appropriated such that the CIDs cannot fulfill its obligations under the Contract, which determination is at the PCIDs sole discretion and shall be conclusive.
- (l) Additional Terms of Contractor. The CIDs shall not be bound by any terms and conditions included in any Contractor invoice, packaging, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- (m) Presumptions and Interpretations. The parties further agree that should any provision of this Contract require interpretation or construction, the court, administrative body or other entity interpreting or construing this Contract shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared same, it being agreed that all parties and/or their respective attorneys and agents have been fully afforded the opportunity to review all provisions of this Contract.
- (n) No Third-Party Beneficiaries. Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant, or sub-contractor of the Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.
- (o) No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the CIDs, its elected officials, officers, employees, contractors, or agents, or any other person acting on behalf of the CIDs and governmental or sovereign immunity afforded or available pursuant to Georgia Statutes.
- (p) Public CIDs Provision. Contractor shall not use any trademarks, service marks, or logos of the CIDs without the PCIDs express prior written consent. In particular, Contractor shall not



identify or make reference to the CIDs in any advertising or other promotional modality regardless of its form without the express prior written consent of the CIDs.

- (q) Survival. Any and all provisions of this Contract creating obligations extending beyond the term of this Contract, including, without limitation, Contractor's warranty of products and labor and the indemnification provisions contained herein, shall survive the expiration or termination of this Contract, regardless of the reason for such termination.
  
- (r) Special Stipulations. Contractor shall be required to comply with the special stipulations set forth below. Notwithstanding the provisions of Section 1 (Contract Documents) hereof, the following special stipulations shall supersede and control over any conflicting provisions set forth in the RFP, Proposal, or any preceding section of this Contract:  
For Maintenance: Work Area subject to change as the result of private and public development. Modifications to the Work Area will be tracked throughout each contract year in the form of deletions and additions. Contractor and the CIDs will work to keep additions and deletions balanced so as to result in no change to contract price.

[Signatures on following page]

SAMPLE

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original.

Executed \_\_\_\_\_

**[DATE]**

**Perimeter CID, (Fulton Perimeter CID/Central Perimeter CID), Georgia**

Approved as to Content:

\_\_\_\_\_  
Perimeter CID Executive Director

\_\_\_\_\_  
Central Perimeter CID Board Chairman

\_\_\_\_\_  
Fulton Perimeter CID Board Chairman

Approved as to Form:

\_\_\_\_\_  
Fulton Perimeter CID Attorney & Central Perimeter CID Attorney

By:

\_\_\_\_\_  
Contractor Firm Name

\_\_\_\_\_  
Signer's Name and Title

SAMPLE

## APPENDIX E: LANDSCAPE MAINTENANCE AND INSTALLATION SPECIFICATIONS

### I. SAFETY:

Contractor will be responsible for all safety procedures **including compliance with MUTCD work zone procedures**. All employees shall wear a clean, identifiable uniform with appropriate safety equipment and safety vest (or equivalent). “MOWERS AHEAD” signs shall be used when mowing along all roadsides.

### II. GENERAL SCOPE OF SERVICES TO BE PROVIDED BY THE LANDSCAPE CONTRACTOR:

1. The complete care and guarantee Perimeter CIDs planted trees, plants, groundcovers, and lawn areas within the limits of the work area (described and outlined in Exhibit D);
2. In the performance of the work, the Contractor shall be responsible for following all Georgia Department of Transportation (GDOT) safety requirements, as well as state, federal and local ordinances.
3. Contractor shall provide all materials, equipment, and labor required and/or inferred to perform the work on a weekly basis. CIDs reserves the right to modify the scope of work pursuant to the terms of the agreement.
4. Shall follow the outlined Scope of Services identified in **Appendix E Landscape Maintenance and Installation Specifications**
5. “**Work Area**” is generally defined as the area upon which Contractor shall provide the services within the boundaries of the CIDs and as shown on the attached **Appendix J and Appendix K**

### III. LANDSCAPE MAINTENANCE INSPECTIONS:

#### A. Weekly Reports

1. Contractor shall perform weekly reports of the entire work area for compliance with this task work order and for the performance Perimeter CIDs items required and referred to in this task work order.
2. Contractor is responsible to coordinate with the Owner/Owner Representative on a weekly basis.
3. Attention should be made to ensure completion of weekly landscape maintenance services before the weekend.

#### B. Monthly Landscape Maintenance Inspection

1. The Contractor will attend with a representative of the Perimeter CIDs for a monthly landscape maintenance inspection.
2. During each such inspection, the CIDs representative will direct the Contractor Perimeter CIDs Work-related items that shall be corrected by Contractor immediately.

3. The Contractor shall be responsible each month to provide (by email) to the CIDs representative, the compiled list or corrective measures.
4. At weekly coordination report and the monthly inspections, the Owner/Owner Representative are to discuss the over-all quality of the landscape maintenance services provided. The Contractor agrees that when notified by the Owner/Owner Representatives of landscape maintenance not meeting the specifications outlined, that the Contractor will take immediate action to correct the problem and or areas of concern.
5. The Contractor shall provide evidence that the deficiency in maintenance services has been corrected in the timely manner, so that monthly payment can be made. Monthly payment may be held until maintenance services have been completed and/or corrections have been made.

#### **IV. PAYMENT:**

**A. Payment for Work Performed:** Payments by Perimeter CIDs to Contractor for work performed shall be based on the dollar amounts listed in the landscape maintenance pricing sheet (attached hereto as **Appendix F**). These dollar amounts comprise the Base Payment amount that is paid monthly. Payments to Contractor will be based on monthly payments and will be sent as two (2) separate checks.

**B. Applications for Payment/ Base Payments:** Applications for payment shall be submitted in two (2) divided invoices to the CIDs monthly and not later than the fifth (5<sup>th</sup>) day of the following month. Such applications will include:

1. The monthly unit price schedule from the Summary Bid Form.
2. A detailed statement Perimeter CIDs services rendered by the Contractor in the preceding month.
3. Appropriate back-up documentation (including, but not limited to, timesheets and payroll) for any submitted application for payment.
4. The Perimeter CIDs may withhold payments or deduct and offset from amounts otherwise due to Contractor due to:
  - a. Contractor's failure to fulfill its landscape maintenance or warranty obligations;
  - b. Contractor's failure to meet deadlines;
  - c. Levying of incorrect charges by Contractor;
  - d. Contractor's failure to materially comply with this agreement;
  - e. Termination of Contractor;
  - f. Claims, liens or reasonably anticipated claims against the Perimeter CIDs or its property or affiliates arising out of the Work not remedied;
  - g. Actual damage to the Perimeter CIDs that results from Contractor's failure to obtain or maintain insurance required to be maintained by it under the contract;
  - h. Reasonable evidence that any prior payment (together with the previously amounts) exceeds the amount payable with respect to work performed;

- i. The Perimeter CIDs reserves the right that if the Landscape Maintenance services are not provided in accordance with this contract and the schedule (frequency) the CIDs may withhold monthly payment until the appropriate maintenance corrections have been made to the satisfaction of CIDs;
- j. Contractors Monthly Invoice shall include any and all Subcontractors Invoices.

### **C. ADDITIONAL WORK REQUESTED BY THE PERIMETER CIDs:**

It is also the Contractor's responsibility to notify the Perimeter CIDs of any additional work items performed to ensure they do not exceed the frequencies specified in Item V below (Frequency of Yearly Landscape Maintenance Services to be Provided by the Landscape Contractor). Periodically throughout the contract, the landscape contractor maybe requested to provide additional services or work items listed in **Appendix H and Appendix I. Additional Services may include:**

1. Miscellaneous landscape repair, maintenance, new plantings, or special projects.
2. When additional work is requested by the CIDs, any such work must be approved in writing by the CIDs before it is begun by the Contractor. The work will be assigned by task order.
3. The Contractor shall provide with his proposal to complete the work
  - a. Photographs and or plans of the proposed work prior to beginning the work along with the location within the project area.
  - b. A brief description of the nature of the work, a list of materials used, along with an estimate of total cost, including number of man-hours, man-hour rate, and unit cost per item for materials required to perform the service, (i.e., plants, pine straw, turf, and/or other subcontractor proposals).
  - c. Should the parties agree to amend this agreement for the installation of new landscaping material, the Contractor shall warranty that newly installed plants will survive for 24 months after date of final acceptance, or Contractor will replace at no charge to the Owner. This warranty extends for 24 months after installation to plants which are installed to replace warranted plants.
  - d. Plants installed under warranty that show some damage at the end of warranty period, maybe replaced at the Owner/Owner Representatives direction. The damage to the plant material shall be determined by the Owner/ Owners Representative to either accept or direct the Contractor to replace the plant material
  - e. The Contractor shall include all watering needs to maintain healthy plant material for the duration of the warranty with their proposal
4. The Contractor shall invoice for the additional work within seven (7) business days of completion and shall provide the Owner photographs of the completed work

### **V. SPECIFIC LANDSCAPE MAINTENANCE SERVICES REQUIRED:**

**(The following Maintenance activities pertain to areas described in Appendices J, K, L)**

#### **A. TURF MAINTENANCE**

1. The Contractor shall mow all turf areas at seven-day (7) intervals during the peak growing season. Mowing shall be done during the year to ensure a neat, well-maintained appearance. Any clippings because of mowing or trimming shall be removed from paved

- areas during each service visit.
2. Contractor shall be responsible for edging all curbs, walkways, and turf bed lines with a metal blade edger. All completed edges will have a perpendicular appearance between turf and hard lines, and turf and bed lines.
  3. Bermuda grasses will be mowed to a height of 1-1½” whereas tall fescue or other grass types shall be cut at 3-3 ½” during each mowing of turf.
  4. Scalp – All warm season turf on the property shall be periodically mowed as needed throughout the dormant season. Mow height shall be incrementally reduced by at least one-half (1/2) inch such that lawns will be scalped to a one to one and one-half (1 to 1-1/2) inch height by April. Precaution shall be taken during the mowing season to prevent scalping of uneven high spots or berms. Care shall be exercised to prevent scalp damage due to sharp turning, starting, and stopping on sods.
  5. Turf Fertilization – Contractor is responsible for completing a soils test to properly adjust pH and fertilization rates as necessary to maintain health soil conditions for turf areas. Soils test of the project interchange locations shall be conducted once a year. The Contractor shall then provide results and fertilization recommendation to the Client in writing. Soils test shall be included in March invoicing to the Client. Contractor shall have full responsibilities of determining the proper formulations and rates of fertilizers to maintain healthy vigorous turf. Contractor shall be expected to apply any minor nutrients necessary to maintain a healthy turf. At a minimum, the contractor shall provide the following fertilization for all turf areas within the limit of work:
    - a. **Spring- Fertilizing:** Typically apply ½ to 1 pound of nitrogen (N) per 1,000 square feet several weeks after complete green-up. Based on results of soils test, use a slow-release, complete nitrogen-phosphorus-potassium (N-P-K) turf fertilizer with a 4-1-2 ratio such as 16-4-8. Apply lime as required.
    - b. **Summer- Fertilizing:** Apply ½ to 1 pound of N per 1,000 square feet every 4 to 8 weeks.
    - c. **Early Fall:** In September, if a soil test reports deficient potassium (K) levels, apply 1 pound of potash (K<sub>2</sub>O) per 1000 square feet, using muriate of potash (0-0-60), potassium sulfate (0-0-50), or Sul-Po-Mag (0-0-22).
    - d. **Winter:** Apply ½ pound of N per 1,000 square feet in December and February to over-seeded bermudagrass areas only.
  6. Pre-emergence herbicide applications shall be provided for turf areas to prevent turf weed infestation at a minimum once in the spring and once in the fall. Multiple Pre-emergence herbicide applications may be required, pending weather conditions and time. Contractor shall be responsible to monitor the weather conditions to apply pre- and post-emergence herbicides at the appropriate time. If washout occurs, additional applications may be required by the Contractor at no cost to the Owner.
  7. Post emergence herbicides shall be applied to all turf locations during the growing season as necessary. Applications shall not be made during stressful environmental turf growing conditions. The Client may request additional applications if, in their opinion, unacceptable weed growth in turf is present.
  8. Provide insect control as needed: Contractor shall monitor insects and apply insect control as necessary.

9. Disease analysis and the application of effective fungicides to alleviate any deleterious fungus shall be made to all turf areas when analysis shows fungus is present. Severe disease problems may require sequential treatments and an additional charge may be agreed upon. The CIDs may request fungicide application if, in their opinion, turf fungus is present.
10. Blowing grass clippings and debris from sidewalks, roadways, walkways, curbs, trails, recreational areas, and parking lots shall be conducted each week.
11. Contractor shall be responsible for weekly inspections of the entire property and treatment of turf areas for any insect or disease related problems throughout the life of the maintenance contract.
12. Contractor shall be responsible for the control of fire ants throughout work area. Mounds are to be removed and soil leveled to previous grade after fire ants have been killed. Contractor shall add pine straw to landscape bed areas after removal ant mounds, the cost of which shall be included in monthly maintenance.
13. Contractor shall be responsible for monitoring the moisture levels in irrigated and non-irrigated turf areas and reporting any problems to the Owner/Owner Representative in writing that may be present during the maintenance visit. Contractor shall not be responsible for the manual watering turf areas, unless plant material is under additional warranty, or unless watering has been requested by Owner and an agreement for watering has been agreed upon by both parties.
14. After each mowing operation, the Contractor shall use a weed eater or similar machine to trim grass and/or weeds that cannot be mowed with machinery.

## **B. SHRUB AND TREE MAINTENANCE**

1. Shrub pruning shall be completed in accordance with horticultural standards. All shrubs shall be hand pruned to remove dead/damaged wood to allow for natural development, and to create the effect intended appearance and shape by the Owner. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries. Deep hand pruning and/or structure pruning should be performed once a year during the dormant months. Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants shall take place during these pruning's. Partially dead shrubs shall be trimmed back to remove all necrotic areas. All clippings and pruned branches shall be removed immediately after each pruning completion. Shrub and ground cover trimming shall be completed throughout the year.
2. Contractor shall be responsible for the removal of all dead shrub material from the project area. At the end of each month the Contractor shall notify the CIDs in its weekly report, the plant material that has been removed.
3. Pre-emergence herbicides will be applied to all shrub/tree beds prior to weed germination in March/April. Manual (by hand) removal of all weeds over 4" in height must be completed in all bed areas.
4. Post-emergence herbicides shall be carefully used as spot treatments in shrub beds during the growing season for control of weed escapes. The Client may request additional applications if, in their opinion, unacceptable weed growth in turf is present. In addition to

- chemical methods, weeds shall be controlled in bed areas by mechanical and physical methods. Bed areas should be maintained to control and strive to eliminate weeds.
5. Fertilization shall be conducted in both the spring and fall on all groundcover, shrubs, large and ornamental trees, at rates conducive for optimum growth. Contractor shall have full responsibility of determining the proper formulations and rates for all fertilizers to maintain healthy vigorous growth. Soil analysis shall be utilized for appropriate types and rates.
  6. Contractor shall be responsible for weekly inspections of the entire property and treatment of insect or disease related problems. Applications for the appropriate chemicals shall be applied to all shrub areas for control of mites and emerging non-beneficial insects. Major infestation of migratory pests such as southern pine beetles, dogwood borers, and the like, are not included since these pests are unpredictable.
  7. Disease analysis and the application of effective fungicides to control any observed fungi diseases in ornamental trees and shrubs shall be provided in a timely manner. The CIDs may request fungicide application if, in their opinion, fungus is present in trees or shrubs.
  8. Throughout the year shall be responsible for maintaining all larger trees such that no branches/limbs will overhang on sidewalks and parking areas lower than 10 feet from the ground. Lower branching on all trees shall be pruned to keep them elevated to a uniform height. Trees located in natural area shall be pruned only when their growth habit affects formal, maintenance areas. All sucker growth from trunk and base of trees shall be removed weekly or as required to maintain a clean appearance. Limbs and branches are to be removed from property on the day of pruning.
  9. Contractor will be responsible for pruning all small ornamental trees. Pruning will include the shaping of all trees, removal of conflicting branches and removal of interior sucker growth. Small ornamental trees shall be trimmed to encourage good growth habits or as directed. All clippings and debris shall be removed from the property during the day of pruning.
  10. Broken or fallen tree branches shall be removed from the property on a weekly basis.
  11. Fallen leaves shall be removed from the work area during the year. Fall and Winter leaf debris (September-February), shall be removed on a weekly basis and until leaf disbursement ceases. The Contractor will collect leaves from work area, to prevent buildup and cause damage to plant material.
  12. Contractor shall be responsible for debris cleanup deposited by typical weather conditions. In the event of a natural disaster, such as a major windstorm, or tornado, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. If Owner elects, they may request that the Contractor utilize dedicated man-hours for severe weather cleanup.
  13. Pruning in Dormant Season – Contractor shall perform one pruning each year on dormant plant material according to responsible horticultural guidelines; for example, recommended pruning of dormant shrubs and trees prior to spring budding. **NO topping of trees will be permitted, including crape myrtles.**
  14. Pruning of trees, including crape myrtles, will be limited to: removal of cross branching, sucker growth, branches not consistent with standard form, dead or diseased branches, and general thinning for good light penetration and air circulation. All pruning cuts shall be made to lateral branches and/or buds or flush with the trunk per ANSI standards and



ISA standards. **Topping and heading cuts are strictly prohibited.** The CIDs Representative shall be consulted prior to dormant season pruning.

### **C. PERENNIAL MAINTENANCE**

The removal spent blooms, flower stalks, and drying foliage shall be performed. A one-time (Fall or late Winter) cutback of all foliage shall be provided. Any additional fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be included. All daylilies and groundcover shall be cut back (either manually or mechanically) in the early Spring.

### **D. EDGING AND STRING TRIMMING OF TURF AREAS**

Mechanical edging of turf located along sidewalks, curbs, paved areas, plant beds, rings, etc. shall be performed as follows:

1. During growing season – Once every week.
2. During dormant season – Once a month as needed or as determined by the CIDs.
3. String trimming of turf shall be performed as needed for uniform turf appearance in non-mowable locations such as slopes and around obstacles such as signposts, fences, structures, etc. Care must be taken to not inflict damage upon plants, trees, fences, or other property improvements with trimmers or edger's.
4. Debris from the edging and trimming operations will be removed from the work area to ensure a finished appearance at the end of the work period. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.
5. Bed line edges shall be trenched at a depth of 3 inches along bed areas that are bordered by sidewalks, curbs, and annual bed areas.
6. All beds bordered by turf shall be defined and only have areas growing into the beds removed. A 3-inch-deep trench is not required in these areas. All tree wells located in turf areas shall have root balls raked smooth and shall be trenched and beveled at a depth of 3 inches. All trenching soil, including much and debris, shall be disposed of offsite and is not to be re-depo sited back into bed areas.

### **E. ROADSIDE VEGETATION CONTROL**

The contractor is responsible for mowing roadside brush (woody and herbaceous vegetation such as blackberries, ragweed, and volunteer trees) within the designated work area. Roadside brush shall be mowed to the right-of-way line or edge of existing wooded areas. Brush must be mowed to a height of 4 inches. Woody vegetation up to 3 inches in diameter shall be included. Maintenance of these areas shall take place twice a year, during February and June or as needed to clear required sightlines.

### **F. WEED CONTROL**

1. All planting beds, tree rings, shrubbery, groundcover, and hardscape areas located within the work area shall be kept free of weeds on a continuous basis throughout the year. Turf located at CIDs facilities and within medians or beauty strips will also be managed for weed control. (areas include: Pedestrian Area, Triangle Islands, Medians, and all areas outlined in **Appendices J, K, and L**).
2. Weed control will be accomplished using pre-emergent and post-emergent herbicides as well as by hand-weeding and mechanical means. Weeds greater than 1 inch in height must

be hand-pulled or knocked down with a string trimmer and then sprayed.

3. In early spring and late summer, a non-root inhibiting pre-emergent herbicide will be applied to planting beds.
4. A non-selective and/or pre-emergent herbicide will be applied at regular intervals to sidewalks, curb/gutter, concrete medians and traffic dividers, and other paved areas to control weed growth in hardscape joints and cracks.
5. Contractor's chemical recommendations must be approved by CIDs Representative prior to application. Herbicides will be applied according to the product label and under the supervision of a certified applicator licensed by the State of Georgia (certification must be submitted to the CIDs).

#### **G. PERENNIAL PLANTS AND GROUNDCOVER MAINTENANCE**

1. The removal of all spent blooms, flower stalks, and drying foliage shall be performed as needed. Once a year (late Winter or early Spring) cutback of all spent foliage shall be performed. Application of fertilizer, fungicide, insecticide, or other chemicals needed to keep plants at optimum health shall also be performed. Contractor's chemical recommendations must be approved by CIDs representative prior to application.
2. Any unsightly foliage from jonquils and daylilies shall be either removed or covered as not to distract from the overall appearance of the planting area. All remaining dead foliage of daylilies and all liriopse shall be cut back (either manually or mechanically) in the early Spring according to recommended horticultural practices.
3. Groundcovers will be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and resulting debris will be removed. No debris will be disposed of in catch basins, storm sewers, or other drainage systems.

#### **H. FERTILIZATION**

1. Fertilization shall be performed in the spring and fall and will be based upon soil test results for turf areas and planting beds. Cost of soil testing shall be borne by the Contractor. Soil test results shall be provided to the CIDs.
2. Fertilize turf areas and planting bed areas as needed per soil test results. Fertilize all trees, shrubs, and groundcovers with a product containing minor nutrients. Contractor is also responsible for maintaining soil pH levels as determined by soil test results.
3. Contractor's fertilizer recommendations must be approved by CIDs representative prior to application. All products must be applied according to the product label.

#### **I. PEST MANAGEMENT**

1. The Contractor will be responsible for the detection, monitoring, and control of insects. The Contractor will be aware of potential pests and will make regular inspections of the plant material and treat as necessary. These principles will be practiced under an Integrated Pest Management (IPM) program to be submitted to the CIDs for approval. The goal of an IPM program is to maintain insect and disease problems at acceptable levels. Contractor's IPM program must ensure frequent inspection by their on-site personnel and a safer environment using less pesticide.
2. A preventative insecticide will be applied in early March to plants susceptible to scale, including needled evergreens, junipers, euonymus, hollies, cherries, oaks, and maples. pesticides will be applied under the supervision of a certified applicator (certification must

be submitted to the CIDs). Other applications of pesticide will only be applied as needed when pests are detected through regular inspections. Spraying operations will cover trees up to a height of 25 feet. The contractor is required to notify the CIDs and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

#### **J. FIRE ANT CONTROL**

The Contractor will monitor landscaped areas weekly for evidence of fire ant activity. Mounds will be treated accordingly with granular insecticide and removed as needed.

#### **K. LEAF REMOVAL**

Fallen leaves in turf areas will be removed during mowing when applicable. Leaves in planting beds will be removed in bulk quantities as the season dictates. No leaves will be disposed of in catch basins, storm sewers, or other drainage systems.

#### **L. SEASONAL COLOR BEDS**

1. Contractor is responsible for planting and maintaining seasonal color beds as identified on the *Landscape Maintenance Map*. Color beds shall be planted twice a year with 4" minimum potted plants. Contractor will be responsible for watering and fertilizing as needed to ensure vigorous plant survival throughout each planting season.
2. All seasonal color beds shall be maintained and manicured, including weeding and dead-heading, as needed. Dead plants shall be removed and replaced upon identification by Contractor.

#### **M. WINTER CLEAN-UP**

Weekly maintenance service includes the following general clean up each week during the winter months:

1. Clean curbs/gutter and catch basin inlets of landscape debris and sediment.
2. Inspect CIDs facilities and other areas within the work area for cleanliness and address any landscape maintenance issues requiring attention.

#### **N. PINE STRAW**

1. Unless otherwise noted, all planting beds and other pine straw areas shall be applied twice a year in spring and fall with complete annual applications of "Grade A" pine straw. Pine straw shall be free of foreign debris. Pine straw will be installed as required to maintain a depth of 3 inches. Pine straw thickness shall be measured two weeks after installation to compensate for settling.
2. All pine straw bales are to be red in color and free of sticks, pinecones, and other debris when the installation is complete. The pine straw shall be of the new improved variety from the Slash Pine tree with a minimum needle length of 8 inches. The Owner/Representative shall notify Perimeter CIDs of any deviation from this specific type straw.
3. Contractor shall provide a sample CIDs of any different pine straw prior to installation and must have written approval prior to beginning work.

#### **O. LITTER AND DEBRIS PICK-UP ALONG ROADWAYS, CURBS, EDGE OF PAVEMENT AND WITHIN PROJECT LIMITS**

Contractor shall be responsible for removing all litter and debris from work area once a week throughout the year; this includes all turf areas, planting beds, bridge overpasses, sidewalks, curb/gutter, parking lots, etc.

1. The CIDs Representative may notify contractor one week in advance of special CIDs events in case the litter and debris pick-up schedule needs to be changed (example: July 4th).
2. As a part of weekly maintenance service, the Landscape Contractor is required to maintain all areas within the work area, this includes removing temporary signs, shopping carts, paper, cans, bottles, sticks, cigarette butts, leaves, and other debris including; but not limited to soil and gravel from all lawn, planting, and roadway areas.
3. A complete sweeping or blowing, (by mechanical means), of the entire roadways, median islands, curbs, gutters, drains, and sidewalk areas shall be performed on a weekly basis. The Contractor shall be responsible for the removal of debris from the site.
4. Blowing of the sand, and other debris into the lawn, planting areas, and drainage inlets will not be accepted.
5. Weed Control: This will encompass complete removal of weeds within curbs, sidewalks and pavement lines, and other trash that has settled in these areas. All curb and gutters, drives, parkways, and medians areas shall be maintained weed free.
6. Illegal signs are to be removed daily and shall be disposed of offsite.

#### **Q. BENCHES, WALLS, PLAZAS, TRASH CANS, AND STRUCTURES**

1. Clean all CIDs benches once a week by removing all leaves, branches, acorns, seed structures, or other debris that may collect on or under the benches. Benches should be completely free of debris and animal droppings.
2. CIDs benches and Trash cans shall be washed once/year to clean dirt from the surface of each bench/trash can.
3. Clean walls and structures once a month of all leaves, branches, acorns, seed structures, weeds, or other debris that may collect on or under the arbor structures. Walls and structures should be completely free of debris and droppings.
4. Clear the Pedestrian Plazas of all weeds, and debris on a weekly basis
5. Take out trash in the trash cans located in the Pedestrian Plazas on a weekly basis.

#### **R. GUARDRAILS AND BRIDGE STRUCTURES**

The ground area beneath guardrails shall be maintained by use of non-selective herbicide and pine straw. Mowing and string trimming beneath guardrails is prohibited unless necessary to reestablish the mulch area. Vegetation shall be pruned as necessary to keep it off of guardrails and bridge structures.

#### **S. FIRE HYDRANTS, UTILITY POLES, LIGHT POLES, AND UTILITY CABINET**

Vegetation shall be maintained for a minimum clearance of 2 feet around fire hydrants, utility poles, light poles, and utility cabinets located within the work area.

#### **T. REPORTING OF ANY AND ALL DAMAGES**

Contractors will report all damages noticed or caused while maintaining CIDs rights-of-ways or facilities. This includes damages to plant material, hardscapes, property improvements,

vehicles, etc. Reporting shall be in writing via email to the CIDs representative.

**U. GENERAL INFORMATION:**

1. All required work is to be completed in a professional manner according to standard industry practices.
2. The contractor’s field employees will wear identifiable uniforms and appropriate safety equipment including safety vests (or equivalent) while performing services.
3. Contractor will keep all mower blades sharp and in good condition during mowing. The grass blades shall be cut sharply and cleanly. Turf shall be cut so that no ridges remain in the finished cut. The direction of mowing should be alternated to minimize ruts and matting.
4. Contractor will be responsible for replacing any flowers/shrubbery/trees damaged and/or killed by mowers, edgers, trimmers, or pesticide applications.
5. No dumping of any debris on CIDs property or CIDs dumpsters except as noted in Item P *Litter and Debris Pick-up*.
6. Monthly invoices will only be processed if all weekly work reports have been submitted for the month of invoice.

**V. FREQUENCY OF YEARLY LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED BY THE LANDSCAPE CONTRACTOR:**

The Contractor shall provide with their proposal the proposed man hours by week and throughout the year to complete the required landscape maintenance services described below.

<u>Maintenance Item - Times/Year</u>	
1. Mowing of lawn areas - 34	9. Debris Disposal - 52
2. Edge (Bed lines) - 17	10. Insect/Disease Control - 52
3. Edge (Hard lines) - 17	11. Tree Fertilization - 2
4. Blowing - 52	12. Shrub Fertilization - 2
5. Monofilament Trim - 52	13. Groundcover Fertilization - 2
6. Bed Weed Control - 52	14. Turf Fertilization - 4
7. Shrub/Groundcover Trim - 12	15. Turf Weed Control - 52
8. Tree Pruning - 4	16. Washing Benches, Walls & Structures - 1

**VI. LANDSCAPE INSTALLATION SPECIFICATIONS**

**A.** The Contractor shall refer to GDOT specifications for all landscape and construction implementation associated with Perimeter CIDs.

**B.** Special Provisions Section 702 Vine, Shrub, and Tree Planting.

Section 702.9 Payment for plant material shall be amended. The Perimeter CIDs will make final payment to the Contractor after the installation work has been 100% completed and approved by the CIDs representative or project Landscape Architect. All plant material shall have a 2-year replacement warranty and shall be bonded for the entire 2-year warranty period from date of Final Acceptance by CIDs.

**APPENDIX F: LANDSCAPE MAINTENANCE PRICING SHEET**

<b>PERIMETER CIDs ANNUAL MAINTENANCE FOR TWENTY-THREE (23) MONTH PERIOD</b>	<b>DOLLAR AMOUNT</b>
A. Landscape Maintenance Total for Year One (12 months)	
B. Landscape Maintenance Total for Year Two (12 months)	
C. Pine Straw Total for Year One (2 Applications)	
D. Pine Straw Total for Year Two (2 Applications)	
<b>PERIMETER CIDs - TWENTY- FOUR (24) MONTH TOTAL BID PRICE</b>	
<b>PERIMETER CIDs - APPROX. TWENTY-FOUR (24) MONTH PERIOD / 24 EQUAL MONTHLY PAYMENTS</b>	
<b>PERIMETER CIDs OPTIONAL THIRD YEAR</b>	
A. Landscape Maintenance for Optional Third Year	
B. Pine Straw for Optional Third Year (2 Applications)	
<b>PERIMETER CIDs - TOTAL BID PRICE FOR OPTIONAL THIRD YEAR</b>	
<b>PERIMETER CIDs - THIRD YEAR - 12 EQUAL MONTHLY PAYMENT AMOUNTS</b>	
<b>PERIMETER CIDs - COMBINED TOTAL BID PRICE FOR FIRST TWO YEARS AND THE OPTIONAL THIRD YEAR</b>	

**APPENDIX G: PINE STRAW PRICING SHEET**

<b>MATERIAL and FUNCTION</b>	<b># OF BALES</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
Pine Straw Bales (First Two Years - 4 Applications of Pine Straw)			
Trenching (First Two Years Trenching)			
Pine Straw Bales (Optional Third Year - 2 Applications of Pine Straw)			
Trenching (Optional Third Year Trenching)			

**PERIMETER CIDs**

1. PINE STRAW TOTAL PRICE FOR FIRST TWO YEARS  
\$ \_\_\_\_\_
2. PINE STRAW TOTAL PRICE FOR OPTIONAL THIRD YEAR  
\$ \_\_\_\_\_

## APPENDIX H: SUPPLEMENTAL LANDSCAPE MAINTENANCE PRICING FORM

1. Street Sweeping or Vacuuming curbs (cost/curb lineal foot)	
2. Pinestraw – (per bale, spread on site)	
3. Overseeding (cost/sf for Common Bermuda hand seeding)	
4. Overseeding (cost/sf for Common Bermuda hydro seeding)	
5. Hybrid Bermuda sod laid, site ready (cost/sf.)	
6. Additional labor w/ truck and hand tools (cost/mh)	
7. Additional labor w/ truck and small power equipment (i.e., edger, blower, etc.) (cost/mh)	
8. Additional labor w/ truck and light power equipment (i.e., 36” and 52” walk mower) (cost/mh)	
9. Additional labor w/truck and heavy power equipment (i.e., hustler, tractor, bush hog) (cost/mh)	
10. Watering w/ hydroseeder including operator (cost/mh)	
11. Hand Watering as needed (per gallon)	
12. Tree Removal (12” Diameter)	
13. Tree Removal (24” Diameter)	
14. Tree Removal (36” Diameter)	
15. Tree Removal (48” Diameter)	
16. Tree Removal (60” Diameter)	
17. Stump Grinding (12” Diameter)	
18. Stump Grinding (24” Diameter)	
19. Stump Grinding (36” Diameter)	
20. Stump Grinding (48” Diameter)	
21. Stump Grinding (60” Diameter)	
22. Irrigation Service Technician with one laborer (cost/mh)	

**THE SUPPLEMENTAL LANDSCAPE MAINTENANCE PRICING INDICATED ABOVE SHALL BE COMMENSURATE WITH THE CONTRACT TERMS OF A TWO-YEAR PERIOD WITH A THIRD YEAR OPTION FOR PERIMETER CIDs.**

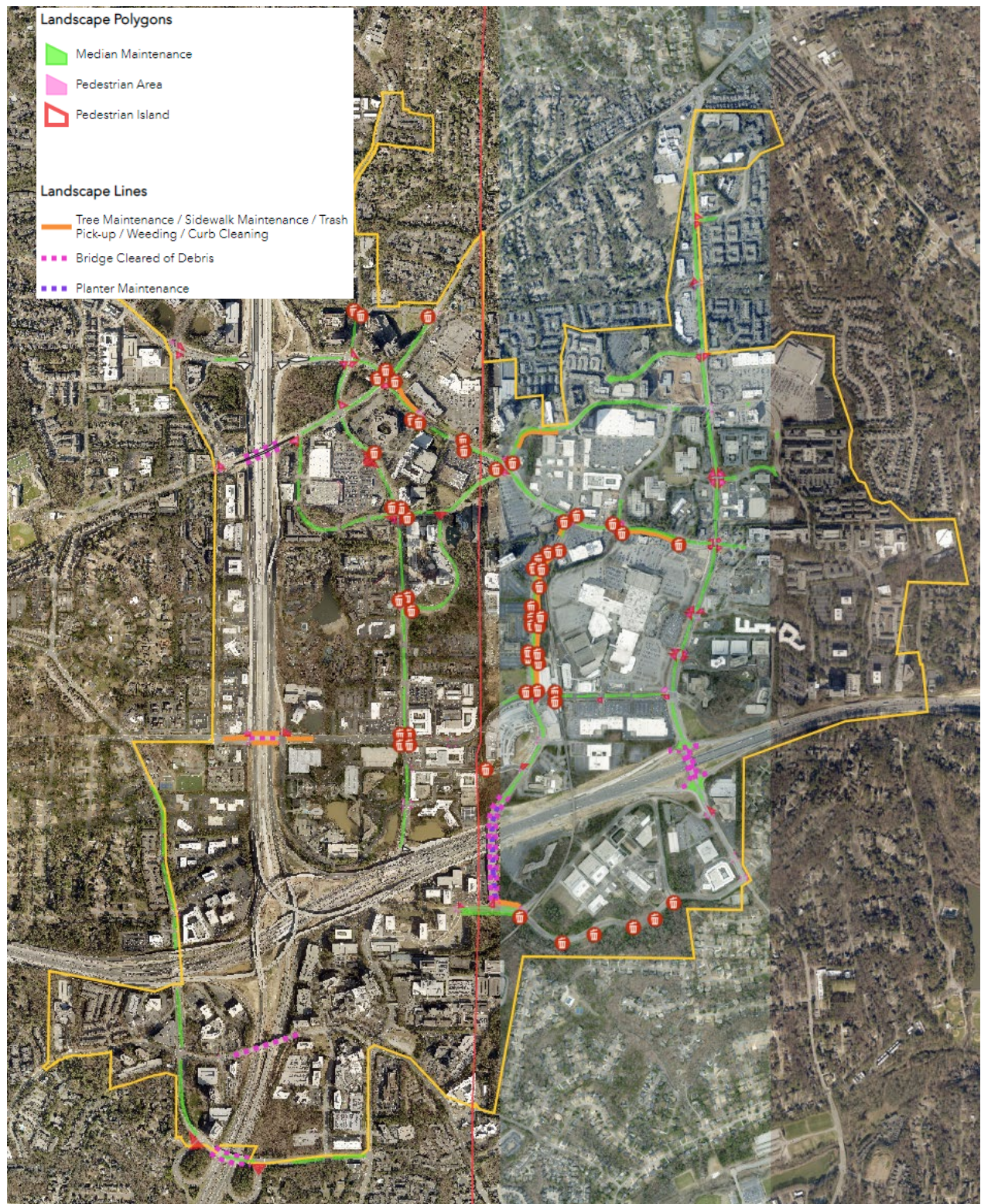


**APPENDIX I: LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES UNIT PRICES**

<b>MATERIAL</b>	<b>SIZE</b>	<b>COST</b>
Silver Dragon Liriope (Liriope s. 'Silver Dragon')	4" Pot	
Jasmine (Trachelospermum jasminoides)	4" Pot	
Pink Muhly Grass (Muhlenbergia capillaris)	3 Gal.	
Maiden Grass (Miscanthus s. 'Gracillimus')	3 Gal.	
Golden Mop Cypress (Chamaecyparis psifera 'Golden Mop')	3 Gal.	
Lemon Lime Nandina (Nandina domestica 'Lemon-Lime')	3 Gal.	
Purple Daydream Loropetalum (Loropetalum chinense 'Purple Daydream')	3 Gal.	
Centennial Crape Myrtle (Lagerstroemia 'Centennial')	3 Gal.	
Diamond Dazzle Crape Myrtle (Lagerstroemia 'Diamond Dazzle')	3 Gal.	
Stokes Dwarf Yaupon Holly (Ilex vomitoria 'Stokes Dwarf')	3 Gal.	
Crimson Spire Oak (Quercus 'Crimschmidt')	3" Cal.	
Natchez Crape Myrtle (Lagerstroemia x 'Natchez')	12' Ht	
Planting Soil Medium (loamy soil mixture, cost per cubic yard)	CY	
Fertilizer (Broadcast per square yard)	SY	
Pre-emergent (Broadcast per square yard)	SY	
Man Hours for Bedprep (Cost per hour)	Hr	

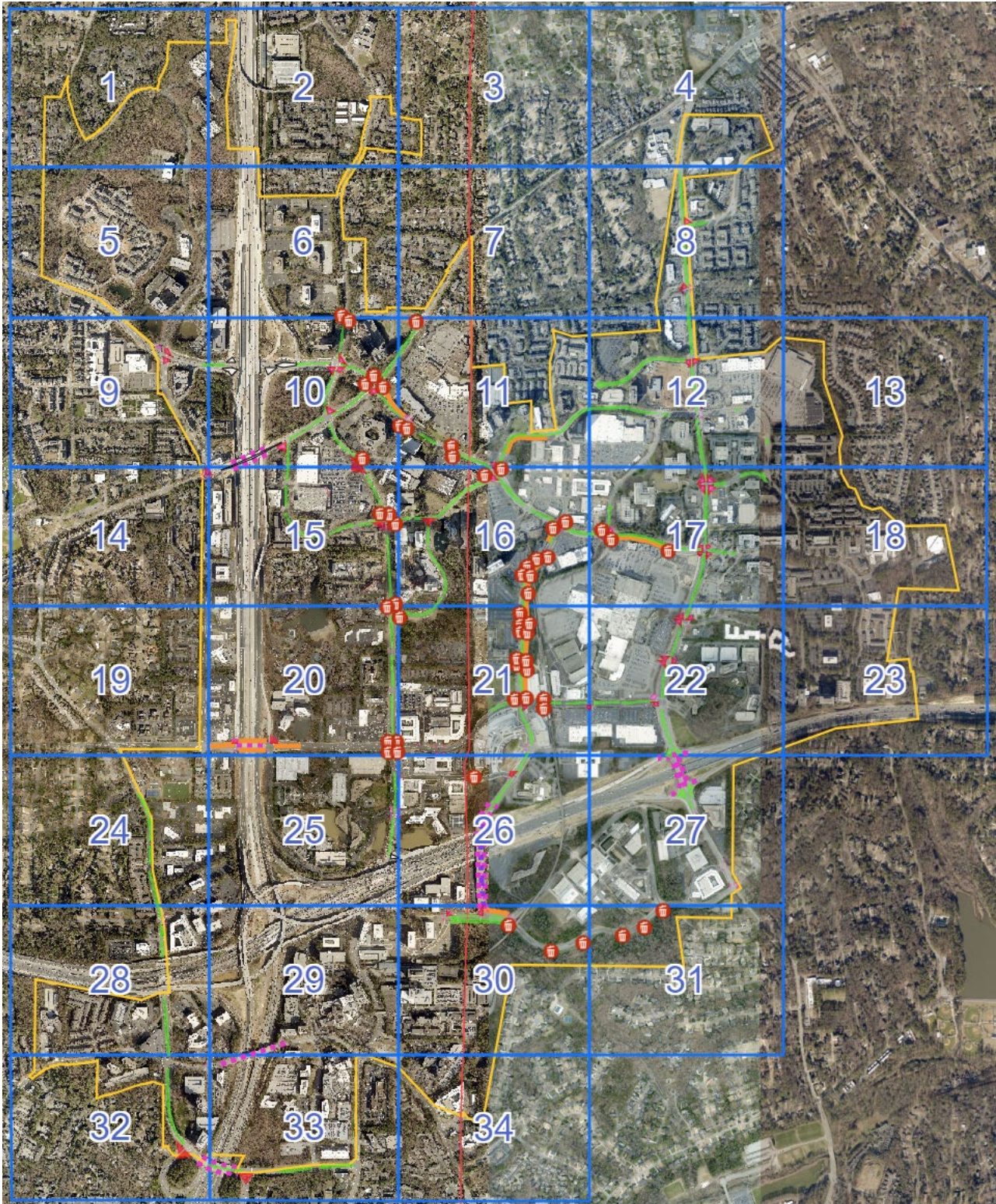
**THE SUPPLEMENTAL LANDSCAPE PRICING INDICATED ABOVE SHALL BE COMMENSURATE WITH THE CONTRACT TERMS OF TWO-YEAR PERIOD WITH A THIRD YEAR OPTION FOR PERIMETER CIDs. ALL PLANT MATERIAL SHALL HAVE A TWO (2) YEAR WARRANTY FROM DATE OF FINAL ACCEPTANCE.**

# APPENDIX J: OVERALL PERIMETER CIDs BOUNDARY AND PROJECT LOCATIONS





# APPENDIX K: LANDSCAPE PROJECTS MAP INDEX





## APPENDIX L: LANDSCAPE MAINTENANCE MAPS

The Landscape Maintenance Map Book can be found at this Link:

- <https://pcids.maps.arcgis.com/apps/webappviewer/index.html?id=4bcc9ab8a8384580a0953a5ea6a38bce>

## APPENDIX M: PROPOSAL PRICE CERTIFICATION

In compliance with *Section 3* Scope of Project/Specifications, *Section 7* Terms and Conditions and

- **APPENDIX D: SAMPLE CONTRACT DOCUMENTS**
- **APPENDIX E: LANDSCAPE MAINTENANCE AND INSTALLATION SPECIFICATIONS**
- **APPENDIX F: LANDSCAPE MAINTENANCE PRICING SHEET**
- **APPENDIX G: PINE STRAW PRICING SHEET**
- **APPENDIX H: SUPPLEMENTAL LANDSCAPE PRICING FORM**
- **APPENDIX I: LANDSCAPE INSTALLATION AND CONSTRUCTION SERVICES UNIT PRICES**
- **APPENDIX J: OVERALL PERIMETER CIDs BOUNDARY AND PROJECT LOCATIONS**
- **APPENDIX K: LANDSCAPE MAINTENANCE MAPS**

The undersigned offers and agrees that if this proposal is accepted by the Perimeter CIDs Board within one hundred twenty (120) days of the date of RFP response (proposal) due date/time, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the contract time specified.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

AUTHORIZED SIGNATURE(S) \_\_\_\_\_

PRINT / TYPE NAME(S) AND TITLE(S) \_\_\_\_\_

CONTACT INFO: PHONE NUMBER \_\_\_\_\_

CONTACT INFO: E-MAIL ADDRESS \_\_\_\_\_

# APPENDIX N: FREQUENCY OF LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED BY LANDSCAPE CONTRACTOR

FREQUENCY OF LANDSCAPE MAINTENANCE SERVICES TO BE PROVIDED BY LANDSCAPE CONTRACTOR																
Maintenance Items Times/Per Year																
Month	Trash/ Debris/ Removal Frequency	Blowing Frequency	Leaf Removal Frequency	Pine Straw Applications (# Times)	Insect Control Frequency	Clean Benches and Seating Walls (# Times)	Mowing of Lawn Area (# Times)	Turf Pre- Emergent Fertilization (# Times)	Turf Fertilization (# Times)	Turf Weed Control Frequency	Edging for all beds and hard lines (# Times)	Monofilament Trimming Frequency	Shrub/Ground Cover Trimming (Pocket Pruning)	Tree Pruning (# Times)	Bed Weed Control Frequency	Shrub, Tree, & Ground Cover Fertilization (# Times)
January	Weekly	Weekly	As- needed	1	Weekly		1			Weekly	0	1	monthly	1	Weekly	
February	Weekly	Weekly			Weekly		1	1*		Weekly	1	1	monthly	Weekly		
March	Weekly	Weekly			Weekly		2		1*	Weekly	1	2	monthly	Weekly	1	
April	Weekly	Weekly			Weekly		4			Weekly	2	4	monthly	Weekly		
May	Weekly	Weekly			Weekly		4			Weekly	2	4	monthly	Weekly		
June	Weekly	Weekly			Weekly		4		1*	Weekly	2	4	monthly	Weekly	1	
July	Weekly	Weekly		1	Weekly		4			Weekly	2	4	monthly	Weekly		
August	Weekly	Weekly			Weekly		4	1*		Weekly	2	4	monthly	Weekly		
September	Weekly	Weekly			Weekly		4		1*	Weekly	2	4	monthly	Weekly		
October	Weekly	Weekly	As- needed		Weekly		4			Weekly	1	4	monthly	Weekly		
November	Weekly	Weekly	As- needed		Weekly	1	1			Weekly	1	1	monthly	Weekly	1	
December	Weekly	Weekly	As- needed		Weekly		1		1*	Weekly	1	1	monthly	Weekly		
<b>TOTAL</b>	<b>52</b>	<b>52</b>	<b>As- needed***</b>	<b>2</b>	<b>52</b>	<b>1</b>	<b>34</b>	<b>2*</b>	<b>4*</b>	<b>52</b>	<b>17</b>	<b>34</b>	<b>12**</b>	<b>4</b>	<b>52</b>	<b>2</b>
* Trimming of turf pre-emergent herbicide application and fertilization shall be at the discretion of the Contractor to achieve result.																
** In addition to pocket pruning on a monthly basis, the Contractor shall provide deep pruning of shrubs on an annual basis.																
*** Contractor shall provide the necessary weekly labor to pick up and remove all leaf debris in a timely manner.																