

## TREE PLANTING CONTRACT

EVENT NO. 5858

### SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for tree planting projects at various locations throughout the City that will be overseen by the City of Savannah Greenscapes Division.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, City Hall, third floor, 2 East Bay Street, Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

- 4.1 **Description of Work**  
The successful bidder shall plant trees within the public right of way. The locations are noted in the attached documents titled *2018 Tree Planting - Required Species List*, which notes total quantities by species and corresponding location line number, and *2018 Tree Planting - Planting Location List*, which notes location and corresponding tree species (Attachments A and B respectively).
- 4.2 The successful bidder shall:
- A. Furnish and install all exterior tree planting as noted on the provided lists (Attachments A and B) in accordance with the requirements of this bid document.
  - B. Complete installation within 30 days from date of award.
  - C. Remove and discard any existing plant material not required for this landscape project.
- 4.3 The successful bidder shall use the following applicable standards:
- A. The latest edition of American National Standards for Tree Care Operations, ANSI A300.
  - B. American Standard for Nursery Stock, ANSI Z60.1.
  - C. Hortus Third, The Staff of the L.H. Bailey Hortorium.1976.
  - D. City of Savannah Landscape Details and Specifications as found in the Landscape and Tree Ordinance Compliance Manual available on line at [www.savannahga.gov](http://www.savannahga.gov), at the Park and Tree Department Site.
- 4.4 **Qualifications**  
Landscape planting and related work shall be performed by a firm with a minimum of three (3) years of experience specializing in this type of work. Bidders must provide three (3) references indicating past performance on Attachment 1. Attachment 1 must be submitted with a bid to be further considered.
- 4.5 **Nursery Sources**

Bidders shall include with their submission, a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery. Bidders must this list on Attachment 2. Attachment 2 must be submitted with a bid to be further considered.

4.6 Planting Season

Planting shall be done within the following dates:

- A. Deciduous trees and shrubs: November to April
- B. Evergreen trees: November to April

4.7 Container grown material may be planted at any time with approval of the City's landscape architect.

4.8 If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted to the City's landscape architect stating the special conditions and the proposed variance. Permission for the variance will be given if warranted in the opinion of the City's landscape architect. Any variance in the planting season will not affect the guarantee period.

4.9 Utility Verification and Work Zone Issues

- A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. An on-site walk-through is recommended to insure that the successful bidder has knowledge of scope of project, work zone, layout, vehicular traffic patterns, logistical installation requirements, and scope of pre-planting site preparation.
- C. Work zone areas shall be in accordance with Georgia Department of Transportation and City of Savannah's Traffic Engineering Division utilizing proper barricades, signage, and flagging to insure work zone is secure at all times.

4.10 Material Description

4.10.1 Trees

- A. Trees shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years. They shall have been freshly dug (during the most recent favorable harvest season).
- B. All tree names and descriptions shall be as defined in Hortus Third.
- C. All trees shall be grown and harvested in accordance with the American Standard for Nursery Stock.
- D. Unless approved by the City's landscape architect, trees shall have been grown at a latitude of no more than 200 miles north or south of the latitude of the project unless the provenance of the tree can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
- E. Unless specifically noted, all trees shall be of specimen quality, exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root

systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.

- F. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20mm (3/4 inch) in diameter that are not completely closed will be rejected. For palms the top tier of fronds shall be retained and tied together for transport. Fronds shall not be cut back.
- G. Trees shall conform to the measurements specified, except that trees larger than those specified may be used if approved by the City's landscape architect. Use of larger trees shall not increase the contract price. If larger trees are approved, the root ball shall be increased in proportion to the size of the tree.
- H. Caliper measurements shall be taken on the trunk six inches (6") above the natural ground line for trees up to and including four inches (4") in caliper, and twelve inches (12") above the natural ground line for trees over four inches (4") in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Trees shall be measured when branches are in their normal position. If a range of sizes is given, no tree shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the American Standards for Nursery Stock, shall be rejected.
- I. Substitutions of plant materials will not be permitted unless authorized in writing by the City's landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
- J. All trees shall be labeled by tree name. Labels shall be attached securely to all plants, bundles, and containers of tree materials when delivered. Tree labels shall be durable and legible, and with information given in weather-resistant ink or embossed process lettering.

#### 4.10.2 Transportation and Storage of Tree Material

- A. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- B. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City's landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the City. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
- C. All bare root stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with a tarpaulin or canvas. Loads that are not protected in the above manner will be rejected.

- D. Trees must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well-watered. Trees shall not remain unplanted any longer than three (3) days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

#### 4.10.3 Installation

- A. Installation of plant material shall be in accordance with the current industry standards of the International Society of Arboriculture and the American Association of Nurserymen. Landscape design shall follow prepared landscape plan which contains landscape notes, shrub planting schematic and tree planting detail.
- B. Prior to beginning the work of this section, the successful bidder shall verify that the site work contractor has completed the fine grading.
- C. The contractor shall place a compacted layer of topsoil over areas to be established in sod and shrub beds. The topsoil layer shall bring shrub beds to finish grade and areas to receive sod shall be two inches (2") below finish grade.
- D. Prior to topsoil placement, areas to receive topsoil shall be cleared of debris. Collected debris shall be removed from the site.
- E. Finished grading shall be done just prior to sodding. The entire area shall be carefully raked to a smooth surface free of clods, roots or stones one-half inch (1/2") or larger.
- F. All operations must comply with local and state soil sediment control laws and regulations and all other federal and state applicable regulations.
- G. The contractor must comply with state and local Soil Erosion and Sedimentation Control Wetland Ordinances and other local, state and federal laws. All projects are subject to daily inspections by project manager and applicable City and State agencies. Non-compliance to any regulations set herein, will result in interruption of installation until compliance is satisfied.
- H. Balled and Burlapped (B&B) Plant Materials
  - 1. For balled and burlapped trees, place backfill carefully around the base and sides of the ball to two-thirds (2/3) the depth of the ball; then thoroughly water the backfill to allow for settlement. Remove wire, burlap fasteners, and loose burlap around the base of the trunk at this time before additional backfill is added. Cut ropes or strings from the top of shrub root balls and trees smaller than three inches (3") caliper after plant has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk. Backfill the remainder of the pit, allowing for the depth of mulch, a three inch (3") deep saucer, and settlement of the backfill. Water the backfill thoroughly. At no time tamp or treat the ball or backfill in a manner injurious to the root system. Do not immediately remove the ropes and burlap from trees larger than three inches (3") caliper. Return to each tree three (3) months after planting, six (6) months for fall-planted material, and cut all ropes around the trunks and tops of the root balls of these trees.

2. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the City's landscape architect.

I. Container Plants

1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the American Standard for Nursery Stock and be free of circling roots on the exterior and interior of the root ball.
2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
3. Container trees shall carefully be removed from the container by cutting it in a manner not to damage the root ball. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat, and cut circling roots with a sharp knife. Immediately after removing the container, install the plant such that the roots do not dry out. Place plant and backfill carefully around the base and sides to two-thirds (2/3) the depth of the root ball; then thoroughly water the backfill to allow for settlement. Backfill the remainder of the pit, allowing for the depth of mulch.

4.11 Immediately after harvesting trees, protect from drying and damage until shipped and delivered to the planting site. Root balls shall be checked regularly and watered sufficiently to maintain root viability.

4.12 Excavation of Planted Areas

Locations for plants and/or outlines of areas to be planted are to be staked out at the site. The contractor shall locate and mark all subsurface utility lines. Approval of the stakeout by the City's landscape architect is required before excavation begins.

4.12.1 Tree, shrub, and groundcover beds are to be excavated to the depths and widths indicated within these specifications and details as referenced in 4.3 (D). If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.

4.12.2 The sides of the excavation of all planting areas shall be sloped at a 45 degree angle. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.

4.12.3 The contractor shall maintain all required angles of repose of the adjacent materials as outlined in these specifications and details as referenced in 4.3 (D). The contractor shall not excavate compacted subgrades of adjacent pavement or structures.

4.13 Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.

4.14 For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top six inch (6") layer, the contractor shall excavate the hole to the depth of the root ball and to widths outlined within these specifications and details as referenced in 4.3 (D). Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.

- 4.14.1 In areas of slowly draining soils, the root ball may be set up to three inches (3") or one-eighth (1/8) of the depth of the root ball above the adjacent soil level.
- 4.14.2 Save the existing soil to be used as backfill around the tree.
- 4.14.3 On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as outlined within these specifications and details as referenced in 4.3 (D).
- 4.15 **Detrimental Soil Conditions**  
The City's landscape architect is to be notified, in writing, of any detrimental soil conditions encountered. Detrimental soil conditions include, but are not limited to poor drainage, which the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the City's landscape architect.
- 4.16 **Obstructions**  
If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the City's landscape architect.
- 4.17 **Mechanized Tree Spade Requirements**  
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar balled and burlapped root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the City's landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.
- 4.18 **Staking and Guying**
- 4.18.1 The contractor shall stake or guy a tree only when necessary for the specific conditions encountered and with the approval of the City's landscape architect. Staking may be required in unusual circumstances such as sandy soils in either the root ball or adjacent soils or in extremely windy locations. Poor-quality trees with cracked, wet, or loose root balls, poorly developed trunk-to-crown ratios, or undersized root balls shall be rejected if they require staking, unless written approval to permit staking or guying as a remedial treatment is obtained from the City's landscape architect. Trees that settle out of plumb due to inadequate soil compaction either under or adjacent to the root ball shall be excavated and reset. In no case shall trees that have settled out of plumb be pulled upright using guy wires.
- 4.18.2 When required, staking and guying methods shall be approved by the City's landscape architect. If no staking or guying requirements appear on the drawings, submit for approval a drawing of the staking or guying method to be used. Stakes, anchors, and wires shall be of sufficient strength to maintain the tree in an upright position that overcomes the particular circumstances that initiated the need for staking or guying. Guy wires shall be galvanized, multi-strand, twisted wire.
- 4.18.3 Where guy wires are attached around the tree, the trunk shall be protected with 3/4 inch diameter rubber hose, black in color, and of sufficient length to extend past the trunk by more than six inches (6").

4.18.4 Stakes and guys shall be installed immediately upon approval or planting, and shall be removed at the end of the first growing season. Any tree that is not stable at the end of this time shall be rejected.

#### 4.19 Pruning

4.19.1 Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, double leaders, waterspouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter (1/4) of the branching structure be removed. Retain the normal or natural shape of the plant.

4.19.2 All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.

4.19.3 Except in circumstances dictated by the needs of specific pruning practices, tree paint shall not be used. The use of tree paint shall be only upon approval of the City's landscape architect. Tree paint, when required, shall be paint specifically formulated and manufactured for horticultural use.

4.19.4 Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

#### 4.20 Mulching

All trees, shrubs, and other plantings will be mulched with mulch previously approved by the City's landscape architect. Mulch shall consist of organic mulch, preferably shredded hardwood bark, or equal, and shall occur immediately following planting of trees. Mulch must not be placed within three inches (3") of the trunks of trees or shrubs and shall be to the depths outlined within these specifications and details as referenced in 4.3 (D).

#### 4.21 Maintenance of Trees, Shrubs, and Vines Prior to Acceptance

4.21.1 Following the completion of installation, the contractor shall protect and maintain areas until acceptance of the project. Areas showing deficiencies, as determined by the City's landscape architect shall be replanted, resodded, watered and/or mulched as required.

4.21.2 Temporary maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the City's landscape architect.

4.21.3 Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.

4.21.4 Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the City's landscape architect at no additional cost to the City.

#### 4.22 Acceptance of Project and Guarantees

- 4.22.1 The City's landscape architect and the project manager shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten (10) calendar days before the anticipated date of inspection.
- 4.22.2 Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- 4.22.3 Plant material that is dead or not showing satisfactory growth, as determined by the City's landscape architect, shall be promptly removed and replaced by the contractor within ten (10) working days.
- 4.22.4 The replacement shall be of the same variety, size, and character as specified for the original planting. Replacements shall closely match adjacent specimens of the same species and shall be subject to all requirements stated in these specifications.
- 4.22.5 Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the City's landscape architect, the City's landscape architect shall certify in writing that the work has been accepted before payment is authorized.
- 4.23 Acceptance in Phases  
Work may be accepted in phases when the City's landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the City's landscape architect to the contractor verifying that the work is to be completed and then payment can be rendered. Acceptance of work in phases shall not waive any other provision of this contract.
- 4.24 Workmanship  
The contractor shall perform work in accordance with the requirements of the drawings and specifications, and in a manner which will preserve the line and levels as outlined within these specifications and details as referenced in 4.3 (D). The contractor shall complete work in the best manner, so that the work as a whole is of uniform quality and appearance.
- 4.25 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to two (2) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.
- 4.26 Delivery will only be accepted between the hours of 7:30AM to 2:30PM, Monday through Friday excluding City holidays.
- 4.27 Insurance Requirements
- 4.27.1 Comprehensive General Liability
- Contractor shall carry comprehensive general liability on an occurrence form with no "x, c or u" exclusions with the following minimum limits:
- Each occurrence - \$1,000,000
  - Damage to Rented Premises - \$50,000
  - Medical Expense - \$5,000



- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 4.27.2 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 4.27.3 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 4.27.4 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$1,000,000 per occurrence

- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

#### 4.27.5 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

#### 5.0 General Conditions

5.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)
- Exception Sheet
- Non-Discrimination Statement
- Proposed Schedule of M/WBE Participation
- Other submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 Original invoices should be sent to:

City of Savannah  
Accounts Payable  
P.O. Box 1027  
Savannah, Georgia 31402

5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.

5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at [www.savannahga.gov](http://www.savannahga.gov).

5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

**EXCEPTION SHEET**

Event #5858

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

**BID PROPOSAL FORM**

**(SUBMIT AS THE COVER SHEET)**

City of Savannah Purchasing Department  
3rd Floor, City Hall  
P. O. Box 1027  
Savannah, Georgia 31402  
ATTN: Purchasing Director

EVENT NUMBER: 5858

Business Location: (Check One)

Chatham County  
 City of Savannah  
 Other

**ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.**

**MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.**

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

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

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

**DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?  
(CHECK ONE) YES: \_\_\_\_\_ NO: \_\_\_\_\_**

**FROM WHAT CITY/COUNTY \_\_\_\_\_  
TAX CERTIFICATE #: \_\_\_\_\_ FED TAX ID #: \_\_\_\_\_**

**INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):  
CHECK ONE: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP  
\_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER (SPECIFY: \_\_\_\_\_)**

**INDICATE OWNERSHIP STATUS OF BIDDER  
(CHECK ONE):**  
\_\_\_\_\_ NON-MINORITY OWNED \_\_\_\_\_ ASIAN AMERICAN  
\_\_\_\_\_ AFRICAN AMERICAN \_\_\_\_\_ AMERICAN INDIAN  
\_\_\_\_\_ HISPANIC \_\_\_\_\_ OTHER MINORITY (describe) \_\_\_\_\_  
\_\_\_\_\_ WOMAN (non-minority)

**Do you plan to subcontract any portion of this project? Yes \_\_\_\_\_ No \_\_\_\_\_**

**If yes, please complete the attached schedule of M/WBE participation. Also complete the schedule if you will be using any M/WBE suppliers.**

**ADDENDA ACKNOWLEDGEMENT**

My signature below confirms my receipt of all addenda issued for this proposal.

\_\_\_\_\_  
Signature

\*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Acer Buergerianum 'ABMTF' Aeryn Trident Maple 2.5" Caliper, 12'-14' Height	7 Each		
2	Chionanthus retusus Chinese Fringetree 2" Caliper, 8'-10' Height, Standard	5 Each		
3	Lagerstroemia 'Muskogee' Muskogee Crape Myrtle 2" Caliper, 8'-10' Height, Multi-Stem	9 Each		
4	Lagerstroemia 'Sarah's Favorite' Sarah's Favorite Crape Myrtle 2" Caliper, 8'-10' Height, Standard	26 Each		
5	Lagerstroemia 'Sarah's Favorite' Sarah's Favorite Crape Myrtle 2" Caliper, 8'-10' Height, Multi-Stem	3 Each		
6	Lagerstroemia 'Sioux' Sioux Crape Myrtle 2" Caliper, 8'-10' Height, Multi-Stem	22 Each		
7	Lagerstroemia 'Sioux' Sioux Crape Myrtle 2" Caliper, 8'-10' Height, Standard	10 Each		
8	Magnolia grandiflora Southern Magnolia 2.5" Caliper, 12'-14' Height	1 Each		

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
9	Magnolia grandiflora 'Atlas' 'Atlas' Southern Magnolia 2.5" Caliper, 12'-14' Height	1 Each		
10	Magnolia soulangeana Saucer Magnolia 2" Caliper, 8'-10' Height	5 Each		
11	Nyssa sylvatica 'Red Splyndor' Red Splyndor Blackgum 2.5" Caliper, 12'-14' Height	1 Each		
12	Parrotia persica Persian Parrotia 2.5" Caliper, 12'-14' Height	4 Each		
13	Quercus falcata pagodifolia Cherrybark Oak 2.5" Caliper, 12'-14' Height	2 Each		
14	Quercus nuttallii Nuttall Oak 2.5" Caliper, 12'-14' Height	5 Each		
15	Quercus virginiana Live Oak 2.5" Caliper, 12'-14' Height	19 Each		
16	Quercus virginiana Live Oak 3" Caliper, 12'-14' Height	1 Each		
17	Ulmus Parvifolia 'Bosque' Bosque Chinese Elm 2.5" Caliper, 12'-14' Height	9 Each		

TOTAL BID \$ \_\_\_\_\_

**PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS**

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

\_\_\_ Less \_\_\_ % \_\_\_ Days Prompt Payment Discount (if offered) (\_\_\_\_\_)

\_\_\_ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$

=====

**DO YOU HAVE THE REQUIRED INSURANCE? \_\_\_\_\_**

**HAVE YOU INCLUDED ATTACHMENT 1 PER SECTION 4.4? \_\_\_\_\_**

**HAVE YOU INCLUDED ATTACHMENT 2 PER SECTION 4.5? \_\_\_\_\_**

**I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.**

\_\_\_\_\_  
**Please Print Name**

\_\_\_\_\_  
**Authorization Signature**

\_\_\_\_\_  
**Date**

**NON-DISCRIMINATION STATEMENT**

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**





## DBE SUBCONTRACTOR PAYMENT REPORT

Report No. \_\_\_\_\_

<b>Contract #:</b>	<b>Contract Amount:</b>	<b>Date Form Submitted:</b>	
<b>Project Name:</b>		<b>Project Completion Date:</b>	
<b>Prime Contractor:</b>		<b>Period Ending:</b>	<b>Amt. Paid to Prime:</b>
<b>Contact Person:</b>		<b>Telephone#: (    )</b>	<b>Fax#: (    )</b>

### SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO THE CITY OF SAVANNAH OFFICE OF BUSINESS OPPORTUNITY

DBE Subcontractor	Telephone #	Description of Work	Original Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date

**Total Amount Paid to Subcontractors to Date:**

--

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

<b>Signature:</b>	<b>Title:</b>	<b>Date:</b>
-------------------	---------------	--------------

Note: The information provided herein is subject to verification by the Office of Business Opportunity.



**OFFICE OF BUSINESS OPPORTUNITY  
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION<sup>1</sup>**

<b>EVENT NUMBER:</b>		<b>PROJECT TITLE:</b>			
<b>PRIME CONTRACTOR NAME:</b>		<b>ADDRESS:</b>		<b>PHONE:</b>	<b>FAX:</b>
<b>SUBCONTRACTOR NAME</b>	<b>ADDRESS and PHONE NUMBER</b>	<b>SERVICES/WORK TO BE PERFORMED</b>	<b>DBE? (Y/N)</b>	<b>SUB-CONTRACT AMT (% OF TOTAL BASE BID)</b>	<b>SUB-CONTRACT AMT (\$)</b>
<b>TOTAL BASE BID<sup>2</sup></b>					<b>\$</b>
<b>TOTAL PROPOSED DBE SUBCONTRACTS<sup>2</sup></b>					<b>\$</b>
<b>BIDDER'S PROPOSED DBE PARTICIPATION<sup>3</sup></b>					<b>%</b>

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each DBE firm mentioned in this schedule with our response.

<b>Name and Title of Authorized Representative</b>	<b>Signature</b>	<b>Date</b>

<sup>1</sup>Form to be completed and signed by the bidder/offeror; Use additional sheets if necessary.  
<sup>2</sup>To be provided only when the solicitation requires that the bidder/offeror include the dollar amount in its bid.  
<sup>3</sup>Total proposed DBE participation (\$) divided by bidder's total base bid (less any exclusions specifically mentioned in the solicitation), or total of all DBE Participation (%) if dollar amount is not required.

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

\*\*\*\*\*

## **Instructions for Completing Contractor Affidavit and Agreement Form**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf).) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

## ***Affidavit Verifying Status for City of Savannah Benefit Application***

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for \_\_\_\_\_. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

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

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public  
My Commission Expires:

***Instruction for Completing Systematic Alien Verification  
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia’s cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

# Attachment 1

## References

Bidders must submit proof of performance of professional grounds maintenance services as their primary livelihood for the past three (3) years, and, unless otherwise specified, must have performed satisfactorily on at least three (3) commercial or government projects of similar size and scope, and at least one (1) project for more than twelve (12) months. Bidders must provide three (3) references indicating past performance on Attachment 1. **Attachment 1 must be submitted with a bid to be further considered.**

1. Name of Company/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates service provided: \_\_\_\_\_
  
2. Name of Company/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates service provided: \_\_\_\_\_
  
3. Name of Company/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates service provided: \_\_\_\_\_
  
4. Name of Company/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates service provided: \_\_\_\_\_
  
5. Name of Company/Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Dates service provided: \_\_\_\_\_

