

**REQUEST FOR PROPOSAL & QUOTE  
CONSTRUCTION OF LANDSCAPE ENHANCEMENTS PROJECT  
WITHIN GEORGIA DOT AND FULTON COUNTY  
RIGHTS-OF-WAY, LOCATED IN THE  
FULTON INDUSTRIAL COMMUNITY IMPROVEMENT DISTRICT**

Released June 23rd, 2017

**I. CALL FOR PROPOSALS**

The Fulton Industrial Community Improvement District (“CID”) seeks to complete multiple corridor landscape projects within the CID. Construction drawings and bid sheets are prepared and have been received by all contractors.

**Respondents must email the corridor bid proposal in a single PDF file to Winter Design, LLC (see instructions below) by 12:00 P.M. on Wednesday, July 5th, 2017 “Submittal Due Date”). Any submittal received after this time will **not** be considered. The submittal must be signed by an official authorized to bind the Firm to the Project, and contain a statement to the effect that the proposal is binding for at least twelve (12) months after the Submittal Due Date.**

**Proposal Submittal Instructions**

- 1.) Assemble all required corridor bid sheet (1 total) in PDF format.
- 2.) Email PDF to Josh Winter, [josh@joshwinterdesign.com](mailto:josh@joshwinterdesign.com)

The CID reserves the right to consider modifications to submittals prior to the award of a contract, and to reject any and all submittals received as a result of the RFP. The CID also reserves the right to waive any informalities or technicalities relative to any or all bids or qualifications and to request any additional information or clarification deemed necessary for the evaluation of any bid. The CID is not liable for costs incurred by respondents prior to contract award.

**II. SCHEDULE**

- 1.) Wednesday, July 5th, 2017, 12:00 P.M. – Enhancements bid proposal sheet Due
- 2.) Summer/Fall 2017 – Target date for construction to begin
- 3.) Approx.- beginning of 2018 – Project Complete

**III. SCOPE OF SERVICES**

- Task 1:** Each Firm, before preparing a bid, should visit the site of the proposed work, fully acquaint and familiarize themselves with the conditions as they exist and the character of the operation to be carried on under the proposed contract, and make such investigation as may be reasonably necessary to fully understand the facilities, difficulties, physical conditions and restrictions attending the work under the contract.
- Task 2:** Each Firm shall thoroughly examine and become familiar with the drawings, specifications and other contract documents, including the labor conditions. By submitting a price, the Firm agrees that it has carefully examined the drawings, specifications and other contract documents and the Addenda, if any, and the site, and that from its own investigation it has satisfied itself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation the Firm fully understands the intent and purpose of the documents and conditions of submitting the quote.
- Task 3:** **Provide detailed quote using the bid sheet given.**
- Task 4:** Construct the Project in accordance with the final landscape architectural plans. The CID is receptive to suggestions and ideas that will improve the plan and final Project. Any changes to the landscape architectural plans, however, must be approved by the Project Landscape Architect prior to implementation by the selected Contractor.

**Conditions:**

- **Project Landscape Architect**– Joshua F. Winter, Winter Design, LLC

**IV. REQUIRED INFORMATION**

Each respondent is required to submit PDFs by email containing the information listed below. Failure to provide all of the required information may result in disqualification. Proposals should include the following:

1. **Project Budget** – Outline the cost of completing each task of the Projects (**individual bid sheet**). Be as specific as possible in enumerating labor, materials, overhead costs, and any incidental expenses.
2. **Insurance & Indemnification** - Contractor shall indemnify and hold harmless CID, OLM, Inc., Winter Design, LLC, City of South Fulton, Fulton County, and State of

Georgia, their officials, officers, directors, property owners, commissioners, agents, inspectors, servants, and employees, against all loss, damage, expense and liability of any nature whatsoever resulting from injury to or death of any persons, or any damage, destruction or injury to any property, arising out of or in any way connected with any act or omission related to the performance of this Agreement, however caused, regardless of any negligence of CID or its representative, whether active or passive except for such injury or death as may be solely caused by the willful misconduct of CID. Contractor shall, on request of CID, defend, at its sole expense, any suit, action or other legal proceeding asserting a claim covered by this obligation to indemnify, and Contractor agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against CID, OLM, Inc., Winter Design, LLC, City of South Fulton, Fulton County, State of Georgia, or others protected by this indemnification.

Contractor and each subcontractor shall procure and maintain in full force and effect, at all times during the term of this Agreement, the following insurance through companies with an “A VII” rating from A.M. Best, licensed to conduct business in the State of Georgia and approved by CID:

Comprehensive General Liability, Automobile, and Public Liability insurance (and Umbrella insurance if chosen) covering Contractor’s Services as set forth in this Agreement with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. Said liability insurance policies shall name CID, OLM, Inc., Winter Design, LLC, City of South Fulton, Fulton County, and State of Georgia as additional insureds. Said liability insurance shall recognize and insure performance by Contractor of the obligation to indemnify herein contained. Contractor’s insurance must provide coverage for fines, penalties, and punitive damages.

Worker’s Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the Services required by this Agreement as required by Georgia statute, and Employer’s Liability insurance of not less than the minimum requirement of \$500,000. Such policies must name CID, OLM, Inc., Winter Design, LLC, City of South Fulton, Fulton County, and State of Georgia as additional insureds.

Prior to initiating performance of Services, Contractor shall provide CID with valid certification of insurance confirming the purchase of said insurance, and the inclusion of CID, OLM, Inc., Winter Design, LLC, City of South Fulton, Fulton County, and State of Georgia named as an additional insured. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to CID by insurer before any material change, cancellation or non-renewal of policy. It is further agreed that any coverage extended by reason of this paragraph shall be primary and that any similar insurance maintained by CID for its own protection shall be secondary or excess and non-contributing insurance.

Prior to initiating performance of Services, Contractor will provide to CID a waiver of subrogation from its insurance carrier, waiving any right to subrogate back against CID in the event of a claim for damages.

3. **Warranty** - Firm shall warrant all materials and workmanship, and that all plant material will remain in a healthy condition for a period of one (1) year. Firm is required to monitor the plant material for one (1) year, watering as needed as part of installation. Third party maintenance shall not void the warranty.

## **V. EVALUATION AND SELECTION PROCESS**

Winter Design, LLC and the CID will evaluate all proposals.

The Contractor selected will be notified following final determination by the CID. Firms not selected for the contract will be notified at the same time.

**V. QUOTE SUBMITTAL REQUIREMENTS**

1. No Firm may withdraw a quote within ninety (90) days after the date of Submittal Due Date.
2. Any Firm may withdraw a quote by letter or with proper identification by personally securing the proposal at any time prior to the Submittal Due Date. No telephone request for withdrawal of quotes will be honored.
3. Quotes containing exceptions or stipulations of any type may be rejected.
4. **No Firm shall place exceptions, stipulations, additions, or deletions on quote.**

**VI. ADDENDA**

1. All questions should be emailed to Josh Winter, [josh@joshwinterdesign.com](mailto:josh@joshwinterdesign.com). Answers to each question will be provided to all Firms via email.
2. No interpretation of the meaning of the drawings or other documents will be made to any Firm except by written Addenda, which will be emailed to each Firm, as issued.
3. Should Firm find discrepancies or ambiguities in, or omissions from, the drawings, or should it be in doubt as to their meaning, it shall at once notify Winter Design by email ([josh@joshwinterdesign.com](mailto:josh@joshwinterdesign.com)) at least two (2) days prior to the Submittal Due Date, otherwise, the CID shall decide which of the conflicting requirements will govern and the Firm shall perform the work at no additional cost to the CID in accordance with the CID decision.
4. Interpretation or clarification of quote and contract documents, prior to the deadline date, will be made only by an Addendum duly issued by Winter Design, LLC not later than one (1) day prior to the Submittal Due Date, properly numbered and dated, to all Firms and no interpretations or clarifications made other than by such an Addendum will be binding upon the CID. All costs for Addenda issued shall be included in the base quote or as instructed on the Addenda.