



**Invitation to Bid (ITB) Bid Form
 (Pre-Qualified Firms Only)**

Purpose:
 Landscape Maintenance Services (Project Area) – District

ITB #: 48400-DOT000xxxx
Agreement #: 48400-410-0000033608-xxx

Table 1 – Services and Contacts

This solicitation is being conducted by the Georgia Department of Transportation under its authority to procure services ancillary to the construction and maintenance of a public road (as defined in O.C.G.A 32-1-3 (24) as provided for in O.C.G.A 32-2-61 (c) and (d) (1) (D).

Through this Invitation to Bid (ITB) the Georgia Department of Transportation (hereinafter, “the Department or GDOT”) is seeking bids and Statements of Work from the qualified firms who have been awarded a Maintenance Master Services Agreement (MMSA) under a Request for Qualified Contractors (RFQC) (GDOT’s pre-qualification process) for **Landscape Maintenance Services (Project Area)**.

The awarded firm/respondent (identified by name in Table 14 below and hereinafter referred to as “Contractor”) to this ITB is subject to the terms and conditions of its MMSA with GDOT, which was awarded under a RFQC or prequalification process for **Landscape Maintenance Services (Project Area)** and is specifically incorporated herein in **Table 10 below** hereinafter referred to as the “MMSA”), and this document, and is cautioned to completely review the entire ITB and follow instructions carefully. General Information and Instructions regarding bid submissions are provided in the **General Information and Instructions** attached (**Exhibit 1**) and included with the ITB.

The Department reserves the right to modify existing provisions or include additional provisions, which are not currently addressed herein and further reserves the right to reject any or all bids and/or Statements of Work, and to waive technicalities and informalities at its discretion.

The use of Subcontractors will only be allowed as per the provisions in **Exhibit 3 - Project Scope of Work - Section A - Subsection 9.2 Subcontractors**.

| | | |
|--------------------------------------|---|---|
| District/Contact for this ITB | Issuing Officer: Enter Issuing Officer’s Name District Maintenance Contract Manager | Issuing Officer E-Mail: Enter Issuing Officer’s E-mail District Maintenance Contract Manager E-mail |
| Vendor Contact Information | Company Name: Point of Contact: | Contact E-Mail: Contact Phone #: |

| Table 2 - Schedule of ITB Events | | |
|--|---|----------------|
| Department issues "Invitation to Bid" | Date As Published on the Georgia Procurement Registry ("GPR") | |
| Pre Bid Conference: Choose an item. Attendance is: Choose an item. Location: If yes, fill in complete address of conference | Click here to enter a date or DELETE and enter N/A. | AM |
| Deadline for Written Questions from Contractors | Click here to enter a date. | 2:00 PM |
| Responses to Written Questions to Contractors | Click here to enter a date. | 5:00 PM |
| Deadline for Bid Submittal | Date As Published on the Georgia Procurement Registry ("GPR") | |
| Notice of Award (NOA) (See Exhibit 1 Section D Subsection 5 of the General Information and Instructions) Appendix 2 | Approximately 2 weeks after bid closing and only after the contract has been signed by both parties and executed. (NOA is for the issuance of the contract only. This document does in no way give the Contractor notice to begin work.) | |
| Prewrite Meeting (Mandatory) | Within 10 Working Days After the NOA is issued | |
| Prewrite Meeting Document (PMD) (See Exhibit 1 Section D Subsection 5 of the General Information and Instructions) Appendix 2 | Issued at the Mandatory Prewrite Meeting | |
| Issuance of Purchase Order / Notice to Proceed | 72 hours after Prewrite Meeting | |
| The above Schedule of ITB Events represents the schedule that will be followed. All times indicated are Eastern time zone. The Department reserves the right to adjust the schedule as deemed necessary via Addendum to this ITB. *If the contractor cannot meet the schedule of 10 working days after the NOA for the Prewrite meeting, the Department reserved the right to move to the next lowest bidder. | | |

| Table 3 - Location and Short Description of Services to be Performed | | | |
|--|-----------------|-------|-------------|
| Item # | Location/County | Route | Description |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |

The detailed scope of work is included in **Exhibit 3 - Project Scope of Work**. Exact locations, description and estimated quantities are included in **Exhibit 4 - Locations, description and estimated quantities**.

| Table 4 - Deliverables | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | See Exhibit 3 - Project Scope of Work |
| Table 5 - Quality Acceptance | |
| <input checked="" type="checkbox"/> | See Exhibit 3 - Project Scope of Work |

Table 7 - Applicable Construction Details and Standards

The Construction Details and Standards listed below are those that may be applicable to all work available to be performed under the above-referenced MMSA, From that list, the Construction Details and Standards that are applicable to this Invitation to Bid's Project Scope of Work (**Exhibit 3**) are indicated with an "X" below.

The Contractor may access the Construction Details and Standards visiting <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>. The Construction Details and Standards are subject to being revised at any time. It is the Contractor's responsibility for ensuring use of the latest version of the Construction Details and/or Standards.

The Contractor must comply with the terms of the above-referenced MMSA, project details, and any attachments referenced herein in addition to the Construction Details and Standards indicated with an "X" below.

INSTRUCTIONS: DO NOT ASSUME THIS IS A COMPLETE LIST. Review the project scope of work and list all applicable Standards in the table below in addition to checking or unchecking Standards already listed. DELETE THESE INSTRUCTIONS WHEN COMPLETE

| "X" All that Apply | Reference | Title |
|--------------------------|-----------|--|
| <input type="checkbox"/> | | American National Standards Institute [ANSI A300 (Part 1)] |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
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| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |
| <input type="checkbox"/> | | |

Table 8 – Traffic Control

In addition to any traffic control requirements listed in this ITB , the following additional requirements shall be adhered to via link:

[Manual of Uniform Traffic Control Devices \(MUTCD\), current edition](#)

Table 9 – Agreement Duration

| | |
|--|-----------------------------------|
| Work must begin no later than: | Days After Prework Meeting |
| Work must be completed no later than: | Days After Prework Meeting |

In addition to the work schedule listed above, the following additional requirements shall be adhered to:

1. The Department will require the awarded Contractor to begin and complete work within the timeframe above and meet all project milestones outlined in table 9.1 Project Milestones.
2. The Prework Meeting Document with a detailed project milestone schedule including actual completion dates will be signed by both parties at the Prework Meeting.
3. The Contractor is required to schedule, with the Department, the start of any work related to this ITB a minimum of 48 business hours in advance.
4. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed.
5. Completion of work includes Department inspections and any work required to correct deficiencies noted by the Department.

Table 9.1 – Project Milestones

This ITB contains project performance milestones as outlined in this table.

| Work must begin no later than | Days after Prework Meeting |
|--|----------------------------|
| of project work shall be completed and inspected by the Department | Days after Prework Meeting |
| of project work shall be completed and inspected by the Department | Days after Prework Meeting |
| of project work shall be completed and inspected by the Department | Days after Prework Meeting |
| of project work shall be completed and inspected by the Department | Days after Prework Meeting |
| of project work shall be completed and inspected by the Department | Days after Prework Meeting |
| Project shall be completed, inspected and accepted by the Department | Days after Prework Meeting |

Table 10 – Incorporated Documents

The Contractor acknowledges that the documents listed in this Table are hereby incorporated into and made a part of this Bid. The Contractor acknowledges that the MMSA, Addenda, and subsequent Purchase Orders are hereby incorporated as though expressly written herein. In the event of any conflict between the language in these documents, the following Order of Precedence shall prevail:

1. MMSA # 48400-410-0000033608-XXX for Landscape Maintenance Services (Project Area) (including any amendments)
2. Invitation to Bid (ITB) Bid Form, as Signed by GDOT (including exhibits)
3. Subsequent Purchase Orders

The Contractor shall not take advantage of any error or omission in any of the ITB or RFQC components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

Table 11 – Invitation to Bid Documents

This ITB includes Tables 1 through 15 and Exhibits 1 through 4. Agreement includes Exhibits as listed below, which are hereto attached and incorporated herein by reference:

1. Invitation to Bid (ITB) Bid Form
2. Exhibit 1 – General Information & Instructions
3. Exhibit 2 – Exclusions from General Provisions
4. Exhibit 3 – Project Scope of Work
5. Exhibit 4 – Landscape Maintenance Schedule for Project Areas
6. Exhibit 5 – Locations, Description and Estimated Quantities

The Contractor shall not take advantage of any error or omission in any of the ITB or Contract components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Department.

Table 12 – Bid Form

INSTRUCTIONS TO ISSUING OFFICER: Two options are available for bidders to provide a bid response. Select 1 of the 2 options and delete these instructions and the remaining options.

All of the services which are available to the Qualified Maintenance Contractors for **Landscape Maintenance Services (Project Area)** are listed below; however, the Department seeks a bid only for the services indicated with an "X".

Having carefully examined the Invitation to Bid, General Information & Instructions, the Project Scope of Work, the Location, Description and Estimated Quantities (if applicable), and any Addendums, the Contractor proposes to provide the services to the Georgia Department of Transportation in accordance with all requirements set forth therein and in the Contract, for the following bid prices:

| Option 1: Use this option if line item pricing for all line items are desired Remove this | | Unit of Measure | Price per UOM | Estimated Quantity | Line Total (Price per UOM x Est. Qty) |
|--|--------------------------------|------------------------|----------------------|---------------------------|--|
| <input type="checkbox"/> | Tree Planting per each | Each | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Shrub Planting per each | Each | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Landscape Maintenance Services | Monthly | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Permanent Grassing | Per Acre | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Agricultural Lime | Per Ton | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Fertilizer Mixed Grade | Per Ton | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Fertilizer Nitrogen Content | Per Pound | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Sod | Per Square Yard | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | Traffic Control | Job | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |
| <input type="checkbox"/> | | | \$ | (Enter QTY) | \$ |

Bid Total \$

| Option 2: Use this option if scope is well defined and one price for the complete job is desired | | Unit of Measure | Price per UOM | Estimated Quantity | Line Total (Price per UOM x Est. Qty) |
|---|--|------------------------|----------------------|---------------------------|--|
| Landscape Maintenance Services (Project Area)per Exhibit 4 | | Job | \$ | 1 | \$ |

Price Match: A price match option is available for contractors that are a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses as defined in Section C.3 of the **General Information & Instructions**. The Contractor's bid must be within 5% or up to \$10,000 of the lowest responsive and responsible bid. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, the price match option will be void.

If you identified your company as being a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, do you agree to price match the lowest vendor's price for this bid? Check either of the three boxes below as appropriate for firm and desire to be considered for price matching.

- Yes**, will price match the lowest vendor's price for this bid
- No**, will **not** price match the lowest vendor's price for this bid
- N/A**, **not eligible** for the price match option

**Table 13.1 –Mandatory Response from Bidder:
 Bonds**

The bid bond or proposal guaranty indicated below must be mailed or delivered in a sealed envelope to the address below prior to the deadline for bid submittals.

Mailing Address for USPS

Georgia Department of Transportation
 Enter Issuing Officer's Name
 Enter Issuing Officer's Mailing Street Address
 Enter Issuing Officer's City, State, Zip

Physical Address for Overnight and hand delivery

Georgia Department of Transportation
 Enter Issuing Officer's Name
 Enter Issuing Officer's Physical Street Address
 Enter Issuing Officer's City, State, Zip

Bond Requirements

Any and all bonds must be issued by a company that, at the time of issuance, is authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, is listed in the most current U.S. Treasury Circular No. 570, and has an A.M. Best rating of "A-" or better. Bonds given shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. §13-10-1 and §32-2-70 et seq. AIA (The American Institute of Architects) forms for any type of bonds are NOT acceptable. All bonds must be returned using the bond forms found in Appendices 6, 7 and 8.

Bid Bond or Proposal Guaranty

Contractor must submit a bid bond or proposal guaranty for each bid submitted to the Department. Bid bonds or proposal guarantees not received by the Department before the due/close date and time will not be accepted and bid rejected. The proposal guaranty must be in the form of bid bond, certified check or cashier's check in the amount of \$1,000.00 in accordance with O.C.G.A. 32-2-68. Money orders are not acceptable.

Performance and Payment Bond

A Performance Bond and a Payment Bond each equal to 100% of the Award Price, must be provided by the successful Bidder if either of the criteria below are met:

1. The total bid price is greater than or equal to \$1.5mil. or
2. A Subcontractor is to be used to complete any work outlined in this Invitation to Bid.
 (Subcontractors must be approved using the criteria outlined in **Exhibit 3 – Project Scope of Work- Section A – Subsection 9.2 Subcontractors**)

**Table 13.2 –Mandatory Response from Bidder:
Attachments**

The following document must be uploaded as a bid response in Team Georgia Marketplace prior to the deadline for bid submittals:

Invitation to Bid (ITB) Bid Form

Contractor must utilize the **Table 12 – Bid Form** provided to indicate pricing to perform the services selected in **Table 12**. Contractors must enter all information directly on **Table 12**. Contractors must enter the value from the “Line Total” column in each corresponding line of the Sourcing Event. A bid must be entered for every line that has an “x” in **Table 12** in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Contractors must enter a price for each line item. Supplier must enter a value of “0” if there is no charge for the item. Cells left blank or cells containing “n/a” to indicate not available will be interpreted as “no offer” and will be cause for rejection of the bid response. The entire ITB Bid Form must be completed in its entirety, signed by the Contractor’s personnel with the authority to obligate the Contractor and attached to the sourcing event with bid response.

The following document should be uploaded as a bid response in Team Georgia Marketplace prior to the deadline for bid submittals and must be submitted prior to entering into a contract with the Department:

Georgia Security and Immigration Compliance Act Affidavit

In addition to initial ITB award, the Contractor’s continued compliance with the Georgia Security and Immigration Compliance Act will be a factor in the Department’s decision to award any bids or multi-year agreements. The Georgia Security and Immigration and Compliance Act (O.C.G.A.) 13-10-91 et seq. requires Contractors to file an affidavit that the Contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the Contractor or subcontractor. The Department is required to obtain such signed and notarized affidavits from Contractor prior to entering into any public works contract involving the Contractor’s physical performance of services within the state of Georgia. A Contractor should attach to the sourcing event the affidavit at the time of bid response to be eligible for bid award.

Registration and participation in the federal work authorization program also extends to the supplier’s subcontractors. Therefore, to the extent the supplier’s response to the bid also must follow the instructions outlined in **Exhibit 3 - Project Scope of Work - Section A - Subsection 9.2 Subcontractors**. Submitting this information with your bid package does in no way insure the approval of the subcontractor.

**Table 13.3 –Mandatory Response from Bidder:
Post Bid Close Submittals**

The intended awardee will be notified via e-mail of the Department's intent to accept the Contractor's bid. Within **ten (10) calendar days** of the email, the intended awardee must submit hard copies of the documents listed below to the Issuing Officer referenced in Table 1, with original signatures and applicable required notary seals. The final award is contingent on post bid submittals being received within **10** calendar days and sufficiently meeting the Department's needs.

1. **Invitation to Bid (ITB) Bid Form:** Original Hard copies of the complete, attached ITB Bid Form with original signatures and seals. (Failure to return the complete, attached ITB form within the specified time frame may be considered as non-responsive and can result in the rejection of the bid.)
2. **Current Licenses:**
 - a. Pesticide Applicators License – Prospective Contractor has Georgia Department of Agriculture Pesticide Licenses (s) with a Category 27 – Right of Way Endorsement and Category 24 – Ornamental Landscape.
 - b. Pesticide Contractors License – Prospective Contractor has a Georgia Department of Agriculture Pesticide Contractors License.

3. **Plans: INSTRUCTIONS: Check the needed plan below. Enter details for the required work plan below. DELETE THIS NOTE once work plan details are entered.**

The awarded Contractor is required to provide a detailed description/list of the following that the contractor plans to use for the Landscape Maintenance Services (Project Area) in this District. The description/list will be evaluated to ensure the plan is sufficient for the requested work based solely on the Department's experience and historical data for similar work or projects.

Work Plan - Provide detailed work plan for accomplishing scope of services listed on this ITB. The Contractor's must comply with the work schedule detailed in **Table 9 – Agreement Duration** and must meet all milestones detailed in **Table 9.1 – Project milestones**.

Traffic Control Plan

Equipment - Provide a detailed list of equipment to be utilized for accomplishing scope of services listed on this ITB.

Personnel - Provide a detailed list of personnel and titles to be utilized for accomplishing scope of services listed on this ITB.

4. **Required Insurance Coverage and Certificates of Insurance:**

The Contractor shall, prior to the issuance of the PO, procure and maintain the insurance coverage listed in subsection ARTICLE #110.B, of the Maintenance Master Services Agreement which shall protect the Contractor and GDOT (as an additional insured) from any claims for bodily injury, property damage, or personal injury throughout the duration of the work, at the Contractor's own expense. The Contractor will not be permitted to commence any work prior to the Department acceptance of insurance coverage. Failure to retain insurance for the term of the performance of the Services will result in a cease of work and may be grounds for termination.

5. **Performance and Payment Bonds:**

As required in **Table 13.1 Mandatory Response from Bidder: Bonds**

Table 14 – Statement of Agreement

A. The Contractor agrees that:

1. It has not submitted substitutions or alternate bids and if so done the bid will be considered non-responsive and will not be considered for award.
2. It will be paid in accordance with Section III Compensation and Payment, Articles #301 through #303 of the MMSA. In the case where the ITB is a Lump Sum, the percentage of work completed for payment will be determined by the Department.
3. This bid may not be revoked or withdrawn after the bid closes and will remain open for acceptance for a period of 180 days following such time.
4. It will provide services at the above stated price at the time stated herein and to furnish to GDOT all required documents required herein.

B. The foregoing statement of qualifications is submitted under oath.

1. Under oath I certify that I am a principal or other representative of the firm of **Enter Contractor's Legal Name** and that I am authorized by it to execute the foregoing offer on its behalf. I am a principal person of the foregoing with management responsibilities for the foregoing subject matter and as such I am personally knowledgeable of all of its pertinent matters. We certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services, materials, labor, supplies, or equipment and is in all respects fair and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. We agree to abide by all conditions of this bid/proposal. We certify that no person associated with our firm is an employee of, or affiliated with, GDOT or holds any statewide elective or appointed office. We further certify that no person who holds any statewide elective or appointed office or who is affiliated with GDOT has been paid or promised by the firm any compensation in connection with this procurement by GDOT.
2. Information given in response to the ITB is full, complete and truthful.
3. I further certify that the Contractor and any principal employee of the Contractor has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.
4. I further certify that the Contractor has not been suspended or debarred from contracting with any federal, state or local government agency, and further, that the Contractor is not now under consideration for suspension or debarment from any such agency.
5. I further certify that the Contractor has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract. This includes any MMSA or ITB issued by GDOT.
6. I acknowledge, agree and authorize, and certify that the Contractor acknowledges, agrees and authorizes, that GDOT may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the Contractor and that GDOT may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.
7. I acknowledge that a material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.
8. Pursuant to O.C.G.A. Sec. 50-5-85, Contractor hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

C. The Contractor understands and agrees that:

1. This ITB is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all Contractors' responses must be submitted electronically in accordance with the instructions contained in **Section B "Submittal Instructions"** of **Exhibit 1 General Information and Instructions** attached and included with the ITB. Submission of the attachments listed above constitutes the Contractor's entire bid response for this ITB. The intended awardee will be notified by e-mail and must submit the hard copy of the complete, attached bid response, with original signatures and required seals, along with any other requested documents to the Department's contact referenced in **Table 1** no later than 10 Calendar days after notification. Upon receipt of the winning Contractor's original bid package, the Department will follow the instructions contained in **Section D "Selection Information" Sub-Section 5 "Award Schedule" of Exhibit 1 General Information and Instructions.**
2. With submission of a bid, the Contractor agrees that he/she has carefully examined the ITB and all associated document, and the Contractor agrees that it is the Contractor's responsibility to request clarification on any issues in any section of the ITB bid form, attachments or appendixes with which the Contractor disagrees or needs clarified. The Contractor also understands that failure to mention these items in the bid will be interpreted to mean that the Contractor is in full agreement with the terms, conditions, specifications and requirements therein.
3. With submission of a bid, the Contractor hereby certifies:
 - a. That this bid is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation.
 - b. That Contractor has not directly or indirectly included or solicited any other Contractor to put in a false or insincere proposal.
 - c. That Contractor has not solicited or induced any person, firm, or corporation to refrain from sending a bid.

D. Sexual Harassment Prevention Policy Compliance:

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If a Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - a. Contractor has received, reviewed and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
2. If a contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personell, Contractor certifies that:
- a. Contractor will ensure that such employees and subcontractors have received, reviewed and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>
 - b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - c. Upon request of the State of Georgia Department of Transportation, Contractor will provide documentationsubstantiating such employees and sub contractors' acknowledgement of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Table 15 - Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION

GDOT Signature

Typed or Printed Name Above

Typed or Printed Title Above

ATTEST (only required if over \$1.5 Million):

Treasurer

Enter Contractor's Legal Name

Contractor's Signature (Principal of Company)

Typed or Printed Name Above

Typed or Printed Title Above

Sworn to and subscribed before me this

_____ day of _____,
20_____

Notary Public

My Commission Expires _____

Exhibit 1

General Information and Instructions

A. General Information

1. ITB Released

The release of the ITB is formally communicated through the posting of this ITB as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This ITB is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a project must complete and submit a response to this ITB using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/state-purchasing/suppliers>
Bids received outside of Team Georgia Marketplace™ either electronic or paper will not be accepted.

2. Restriction of Communication

From the advertisement date of this invitation until an award notice is sent, Contractors are not allowed to communicate for any reason with any staff of GDOT, including the Commissioner, GDOT Board Members, and Legislators, except through the contact identified in Table 1 – General Information of the ITB form. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. For violation of this provision, GDOT reserves the right to reject the submittal of the offending Contractor.

3. Federal-Aid Highway Program Funds

It should be noted that no Federal-Aid Highway Program funds may be used to fund this contract as the procurement process considers more than just low-bid (via the prequalification process), there are no detailed plans and/or specifications which are typically associated with construction jobs, and there are numerous other Federal requirements which have not been included in order to streamline the procurement process as well as the delivery of the work.

4. Submittal Cost and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Department is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Department. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

5. Submittal of Questions and Requests for Clarification and Extensions

All questions concerning this ITB must be submitted in writing via email to the Issuing Officer identified in Table 1 - General Information. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the Department may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this ITB must be submitted in the following format:

Example:

Subject of E-mail: Landscape Maintenance Services (Project Area) – Event # 48400-DOT000XXXX

In E-Mail include:

Company Name

Question #1, Citation of relevant section of the ITB

Question #2, Citation of relevant section of the ITB

B. Submittal Instructions

Submittal Instructions for Team Georgia Marketplace™

Listed below are key action items related to this ITB. The Schedule of ITB Events in Table 2 identifies the dates and time for these key action items. This portion of the ITB provides high-level instructions regarding the process for reviewing the ITB, preparing a response to the ITB and submitting a response to the ITB.

1. Preparing a response

As noted earlier, Team Georgia Marketplace™ allows the Contractor to answer questions by entering text and numeric responses. In addition, as noted in **Section 2** “Uploading Forms”, the Contractor may also provide information by uploading electronic files. When preparing a response, the Contractor must consider the following instructions:

- a. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
- b. Proofread your response and make sure it is accurate and readily understandable.
- c. Label any and all uploaded files using the corresponding section numbers of the ITB or any other logical name so that the Department can easily organize and navigate the Contractor’s response.
- d. Use caution in creating electronic files to be uploaded. If the Department is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor’s response may be considered incomplete and disqualified from further consideration. The Department will not attempt to repair any such files.
- e. Use commonly accepted software programs to create electronic files. The Department has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the ITB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the Department is unable to open an electronic file because the Department does not have ready access to the software utilized by the Contractor, the Contractor’s response may be considered incomplete and disqualified from further consideration.
- f. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Sourcing Event.

2. Uploading Forms

Once the Contractor is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions below to upload these documents in the proper location. All uploaded documents file names (attachments) must not be more than 55 characters per file. There are three places to upload completed documents:

- a. First, the “View/Add General Comments & Attachments” link contains a place for the Contractor to upload all of the documents and worksheets which were provided by the Department under the “View Event Attachments” link. Once the Contractor has completed the Event Attachments, the Contractor can then

select “Add New Attachments” to upload the completed documents. The Contractor can upload as many documents as necessary in this section of the Event.

- b. Second, the Contractor can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the “View/Add General Comments & Attachments” link of the Event. To the right of each question or bid factor, the Contractor can select the “Add Comments or Attachments” link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting “Add Comments or Attachments”, the Contractor should select “Upload” under the “Add New Attachments” section to browse and upload an electronic file.
- c. Third, the Contractor can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the Contractor to select “Upload” in order to include an attachment as part of the Contractor’s response. In the alternative, the Contractor can also select the link “Bid”, which also appears to the right of any line items provided in the “Enter Line Bid Responses” portion of the Event. After selecting the “Bid” link, the Contractor can select “View/Add Question Comments and Attachments” to upload a document.

3. Reviewing the Response Prior to Submission

Each Contractor is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission, please review the following checklist:

- a. Please review and confirm that the Contractor has answered all questions appropriately. Many questions require a “yes” or “no” response. Please ensure that the correct response has been selected.
- b. Please review and confirm that the most competitive response has been provided.
- c. Please confirm that all necessary files have been uploaded.
- d. Please select the “Validate Entries” button under “Event Details” at the top portion of the Event. While the “Validate Entries” feature cannot verify whether the Contractor has attached files, attached the correct files, or entered the correct responses, the “Validate Entries” feature will alert the Contractor if one or more questions in the “Event Questions” section of the Event have not been answered. The “Validate Entries” feature is a useful tool; however, it is no substitute for careful preparation and review by the Contractor. The Department will not consider the Contractor’s use of the “Validate Entries” feature as an excuse for an error committed by the Contractor in the preparation of its response.

4. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the Contractor, click the "Submit Bid" button at the top of the page under the “Event Details” section of the Event. Any information entered by the Contractor into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the Department and will not be considered for award. Only after a Contractor selects the “Submit Bid” button, will the response to the ITB be sent electronically, time stamping the Contractor’s response and sending a confirmation email to the Contractor’s email address. Please note that submission is not instantaneous; therefore, each Contractor must **allow ample time for its response to be submitted prior to the deadline.**

5. Review, Revising or Canceling a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the ITB event number and the “View/Edit” feature for the Contractor’s previous response. Please take note of the following:

- a. **REVIEW ONLY.** In the event the Contractor only wishes to view a submitted response, the Contractor may select “View/Edit”. Once the Contractor has finished viewing the response, the Contractor may simply exit the screen. **DO NOT SELECT “Save for Later.”** Team Georgia Marketplace™ recognizes any response placed in the “Save for Later” status as a work in progress and withdraws the originally submitted bid. As a result, unless the Contractor selects “Submit” prior to the closing date and time, no response will be transmitted to the Department.

- b. **REVIEW AND REVISE.** In the event the Contractor desires to revise a previously submitted response, the Contractor may select “View/Edit” and then revise the response. If the revisions cannot be completed in a single work session, the Contractor should save its progress by selecting “Save for Later.” Once revisions are complete, the Contractor **MUST** select “Submit” to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Contractor temporarily losing a connection to the Internet.
- c. **AS EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE ITB END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE DEPARTMENT, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS.** The State will assume no responsibility for a Contractor’s inability to correct errors or otherwise make revisions to the submitted response or the Contractor’s inability to resubmit a response prior to the ITB end date and time.
- d. **WITHDRAW/CANCEL.** In the event the Contractor desires to revise a previously submitted response, the Contractor may select “View/Edit” and then select “Save for Later”. Team Georgia Marketplace recognizes any response placed in the “Save for Later” status as a work in progress and *withdraws the originally submitted bid*. As a result, unless the Contractor selects “Submit” prior to the closing date and time, no response will be transmitted to the Department. In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

6. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, including assistance with finding, opening and uploading documents, Contractors have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM EST excluding State Holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Contractors can also email questions to:

ProcurementHelp@doas.ga.gov

The Department reserves the right to approve or reject such requests as the Department deems necessary.

C. Cost/Pricing

1. General Pricing Rules

By submitting a response, the supplier agrees that it has read, understood, and will abide by the following instructions/rules:

- a. The submitted pricing must include all costs of performing pursuant to the resulting award; and
- b. Bids Containing a minimum order/ship quantity or dollar value, unless otherwise called for in the ITB, will be treated as non-responsive and may not be considered for award; and
- c. The supplier is required to provide net prices. In the event there is discrepancy between a supplier’s unit price and extended price, the unit price shall govern;
- d. **In the event there is a discrepancy between (1) the supplier’s pricing as quoted on an uploaded, detailed bid form (Table 12) and (2) the supplier’s pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen, the former shall govern;** and
- e. The prices quoted on the ITB form shall be firm throughout the term of the resulting award, unless otherwise noted in the ITB; and
- f. Any cash discount offered to the Department must be clearly identified in the supplier’s response. In the event the State Entity is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
- g. Unless otherwise specified in any terms and conditions attached to the ITB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted cost; and

- h. Unless expressly permitted by the ITB, responses containing provisions for late or interest charges cannot be awarded an ITB. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response to the State Entity; and
- i. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the ITB; and
- j. Unless permitted by the ITB, responses requiring payment from the State Entity in less than thirty (30) days will be considered non-responsive; and
- k. The State of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier’s response.

2. Cost Structure and Additional Instructions

The State Entity’s intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each supplier’s cost be structured as directed in the ITB. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the ITB instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier’s response.

3. Price Matching

A price matching option will be available for Contractors that are a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses. Contractors must indicate its status as a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses as requested in the solicitation based on the following criteria:

- a. Georgia Resident Businesses - Georgia resident business refers to any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia, provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure(O.C.G.A) Section 50-5-121, 50-5-122.
- b. Small Businesses: Small business refers to a business which is independently owned and operated with either fewer than 300 employees or less than \$30 million in gross receipts per year (O.C.G.A) Section 50-5-121, 50-5-122. and/or,
- c. Georgia Resident Small Businesses: Georgia Resident Small Business refers to any business that meets both criteria of Small Business and Georgia Resident Business as defined above.

The ability to price match will only be granted to responsive and responsible bidders that are within 5% up to \$10,000 of the lowest responsive and responsible bid. The indication by the supplier that the supplier will price match does not constitute further negotiation of pricing. In the event both the lowest bidder and the next lowest bidder qualify as a Georgia Resident, Small Businesses, or Georgia Resident Small Businesses, the price match option will be void.

D. Selection Information

1. Selection Process

Once the deadline for bids has passed, all bids will be opened and reviewed to determine all mandatory requirements have been addressed correctly. All bids which are identified as correctly addressing all mandatory requirements will be reviewed to and the total amount of the bid will be evaluated. The award will be made to the bid deemed to be the lowest responsive and responsible bid.

The winning Contractor will be notified in writing via email and will be given ten (10) Calendar days to provide the required documents referenced in **Table 13.3 – Mandatory Response From Bidder: Post Bid Close**

Submittals. If the Contractor does not provide the required document by the deadline, the Contractor may be deemed “non-responsive” and may no longer be considered for award. At that point, the next lowest bidder will be notified via e-mail of the Department’s intent to accept the next lowest bidder’s bid.

2. Unbalanced Bid

- a. An unbalanced bid is defined as either mathematically unbalanced or materially unbalanced. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder’s anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question. A bid is materially unbalanced if there is a reasonable doubt that award to the bidder that submitted a mathematically unbalanced bid will result in the lowest ultimate cost to the Government.
- b. All bids are subject to review for prices that are either in excess of or below the reasonable cost as compared to the Department’s estimate and historical prices kept for related services by the Department. The submittal of an unbalanced bid may result in the rejection of the Contractor’s bid. If the low bid proposal is determined to be materially unbalanced to the potential detriment of the Department, it will be considered irregular and will be rejected as nonresponsive.

3. Award

Lowest, Responsive and Responsible: Any award(s) resulting from this ITB will be made to the lowest, responsive and responsible Contractor meeting all specifications. The Department reserves the right to select one or more suppliers for award and to award all items to one or more suppliers, individual line items to one or more suppliers, or subcategories of products/services to one or more suppliers when to do so is in the best interests of the State of Georgia.

4. Award Conditions

This ITB and any bid submitted in response, regardless of whether the bid is determined to be the lowest cost, is not binding upon the Department and does not obligate the Department to procure or contract for any services. Neither the Department nor any party submitting a bid will be bound unless and until the bid is mutually accepted by both parties. The Department will issue a Notice of Award announcing the Department’s selection. The Department will issue a Purchase Order to the awarded Contractor which will represent Department’s acceptance of the Contractor’s bid.

5. Award Schedule

This ITB will be awarded according to **Table 2 – Schedule of Events.**

- a. **Notice of Award (NOA):**
The NOA document will be posted, including the Bid Tab, to the event after the ITB contract document has been signed and executed by both parties. The NOA is for the issuance of the contract only. This notice does in no way give the awarded Contractor notice to begin work.
- b. **Prewrite Meeting Document (PMD):**
The PMD will be filled out and signed at the mandatory Prewrite meeting. All start dates, end dates and milestones shall be entered into this document and signed by the GDOT representative and a representative of the Contractor. This notice is the official start of the contract terms stated within the ITB document. Issuance of the PO and complete contract package will be within 72 hours after the completion of the Prewrite meeting.
- c. **Purchase Order/Notice to Proceed:**
Issuance of the Purchase order/Notice to Proceed and complete contract package will be within 72 hours after the completion of the Prewrite meeting.

The Department reserves the right to waive non-compliance with any requirements of this ITB and to reject any or all bids submitted in responses. Upon review of bid responses, the Department will determine the party(s) and bids that in the sole judgment of the Department is in the best interest of the Department (if any is so determined), with respect to the evaluation criteria stated herein.

Exhibit 2 Exclusions from General Provisions

Even if Section 101-149, General Provisions, is marked in Table 6, the following specifications do no apply

102.01 Prequalification of Bidders
102.03 Contents of Proposal Forms
102.06 Preparation of Proposal
102.09 Delivery of Proposals
102.10 Withdrawal or Revision of Proposal
102.11 Public Bid
102.14 Landscape Projects
102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
102.16 Submittal of Request for Liability
102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
102.18 Submittal of Construction Contractors Bid Opportunity List
103 Award and Execution of Contract (Entire Section)
104.03 Alteration of Plans or Character of Work
104.04 Extra Work
104.05 Maintenance During Construction
104.06 Right in and Use of Materials Found on the Project
104.07 Final Cleaning Up
104.08 Value Engineering Proposals
105.02 Plans and Working Drawings
105.03 Conformity with Plans and Specifications
105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
105.13 Claims for adjustments and Disputes
105.14 Maintenance During Construction
105.15 Failure to Maintain Roadway or Structures
105.16 Final Inspection and Acceptance
106.03.A Testing and acceptance Plans
106.10 Local Material Sources
106.11 Field Laboratory
106.12 Inspection for Non-Domestic Materials
106.13 Out of State Materials Payment
107.16 Opening Sections of Project to Traffic
107.17 Contractors Responsibility for the Work
107.18 Acquisition of Right-of-Way
107.22 Hazardous and/or Toxic Waste
107.23.C Borrow and Excess Material Pits
108.01 Subletting of Contract
108.02 Notice to Proceed
108.03 Prosecution and Progress
108.07 Determination of Contract Time
109.05 Extra Work
109.06 Eliminated Items
109.07 Partial Payments
148 Pilot Vehicles (Entire Section)
149 Construction Layout (Entire Section)
152 Field Laboratory Building (Entire Section)
153 Field Engineers Office (Entire Section)
Version 3 (1/15/2020)

Exhibit 3 Project Scope of Work

A. Scope of Work to be Performed

The Contractor will be required to perform prep work, removal, installation and cleanup for Landscape Maintenance Services (Project Area) defined in this ITB. The majority of the work will occur on the Interstate and State Route system. The Contractor shall supply labor, equipment, tools, means of transportation, traffic control, and incidentals to perform work in accordance to specifications, and to ensure a safe work environment for employees and the traveling public within the time schedule specified.

1. **Scope**

Work under this ITB consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the services. Contractor must furnish equipment in good operating condition and operated by properly trained and qualified personnel. The Contractor must make a good faith effort to furnish the Department the fully operational equipment needed to perform Landscape Maintenance Services (Project Area) at such time, and at such location(s) as directed by the Engineer. Prior to start of work, Contractor must inspect equipment to ensure the equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.

2. **Terms and Definitions**

- a. ANSI: – American National Standards Institute current edition. <http://ansi.org/>
- b. Approval/Acceptance: Inspected and approved by the Engineer for compliance with the requirements of the Specifications included in this Contract.
- c. Engineer or his Designee: The Department's inspector, (hereafter referred to as the "Engineer").
- d. Mainline: The area(s) between interchanges on interstates, limited access routes, and state routes.
- e. Limited Access Highway: A Highway or arterial road for high-speed traffic which has many characteristics of a controlled access highway (interstate), including limited or no access to adjacent property.
- f. Travel Way: The actual road lanes in which vehicles travel not including paved shoulders
- g. MUTCD: The Manual on Uniform Traffic Control Devices (MUTCD), current edition.
- h. Standard Specifications (Specifications): State of Georgia Standard Specifications for Construction of Transportation Systems, 2013 Edition or latest edition, the Project Special Provisions, the Georgia Department of Transportation, Supplemental Specifications, Standard Drawings and Construction Details. <http://www.dot.ga.gov/PS/Business/Source>.
- i. Right-of-Way (R/W): The entire portion of a highway within the boundaries of access-control fences or access-control lines where no fences exists.
- j. Debris: Material associated with the tree cutting and pruning operation including stems, branches, bark, leaves, etc.
- k. Litter: Litter may consist of paper, boxes, bottles, cans, tires, recaps, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, dead animals, memorials and other items not considered normal to the right of way. It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.
- l. General Routine Maintenance Activities: Litter and debris removal, pest and disease control, edging, insect and fire ant control, chemical and hand weed control, exotic pest plant control, shrub and tree pruning and removal for health safety, sight and signage visibility, fertilizing, swale and inadequate drainage inspection, maintenance and minor repair.
- m. Mowing/Line Trimming Cycle: Mowing of lawn grasses and clearing natural areas to within a specified height using mowing, slope mowing and line trimming equipment. It includes areas of lawn or mowable natural areas on 3:1 slopes or flatter, including grassed islands and areas fifteen (15) feet behind guardrail.

Mowing consists of completely mowing, edging, miscellaneous mowing and trimming the grounds of a Project area

- n. Mowable (turf) Areas: Include all turf areas within the Project Area. All mowing shall conform to previously established mowing limits. Additional maintenance activities include but are not limited to: mowing, aeration, soil test-lime application, weed control/herbicide application at signs and obstacles, fertilizing trees.
- o. Mowable /Natural Areas: Include existing tree masses under which understory vegetation has been removed for safety, functional or aesthetic purposes. Pine straw and/or natural leaf litter are allowed to accumulate beneath the tree mass area up to a four (4) inch depth. Additional maintenance activities include but are not limited to: occasional line trimming and/or mowing, weed removal, and fertilizing small caliper trees.
- p. No Mow Areas/ Natural Areas: Include existing vegetation areas in which trees and understory plants are left undisturbed except for the routine maintenance activities and pruning.
- q. Obstacles: Items located within the Project Area, both natural and man-made, which may include but are not limited to the following: sign posts, delineator posts, light posts, headwalls, catch basins, etc.
- r. Vegetation: All woody and herbaceous plants either naturally occurring or planted.
- s. Vegetation Masses: Include shrub, ground cover and/or tree masses, bedding plants, hedges, buffer areas, areas between the guardrail and shrub beds and slope plantings. Additional maintenance activities include but are not limited to: selective plant removal, minor planting, re-mulching, weed removal (pre and post emergent herbicide applications) and soil tests to determine fertilization requirements.

3. Equipment

All equipment contemplated for use shall be subject to inspection and acceptance for mechanical worthiness and appropriateness for the work intended by the Engineer. Department decisions relevant to mechanical worthiness and appropriateness shall be final. Equipment left on the right of way is the responsibility of the Contractor. Equipment may be parked outside of the clear zone or behind positive barrier property overnight with the approval of the Engineer.

Equipment requirements per crew are as follows:

- a. Mowing/ Trimming/Edging Equipment:
The equipment used for mowing shall be of sufficient type, capacity and quantity to safely and efficiently perform the mowing work specified in this service agreement.
 - 1. Have acceptable guards on all open portions of the mowers to prevent objects from being thrown from under the mower while in operation. Any mower deemed unacceptable by the Engineer will not be allowed to operate until such guards are in place and properly maintained.
 - 2. Properly maintained mower blades, i.e. sharp and straight. Mower with a blade is deemed unacceptable to the Engineer shall be prohibited to operate until such blade is replaced or the deficiencies are corrected.
 - 3. Trim crews shall consist of string or blade type trimmers with acceptable guards.
- b. Tree/ Shrub Maintenance Equipment:
Use equipment that will not damage the bark and cambium layer on or in the tree or shrub. Use sharp tools to ensure clean cuts are made at all times. Pruning that cannot be performed safely while standing on the ground requires the services of an ISA certified professional.
- c. Aerate Equipment:
Only use machines specifically designed for these purposes such as plug type aerators and verticut machines

4. Materials

Submit a list of all pesticides to be used for the purpose of these specifications. Include labels and Safety Data Sheets (SDS) for each pesticide. The Engineer must approve or disapprove of the intended pesticide to be used prior to any application being performed.

5. Landscape Maintenance Service Basic Requirements

a. Mowing/Line Trimming

This work includes mowing, line trimming and edging areas within the limits of the Project Area according to this Service Agreement and the Engineer.

1. Mowing

- I. Visually inspect the lawn areas a minimum of once a week for leaves, debris litter and trash. Remove any leaves, debris, litter and trash from the lawn areas minimum of once a week and/or prior to each mowing.
- II. Maintain turf height at a height ranging from three (3) inches to four (4) inches
- III. Prior to mowing, remove all objects that could become a hazard if struck by mowers such as litter, debris, trash bags, large cardboard boxes, mattresses, pillows, tires and recap pieces, pine cones, etc.
- IV. Sweep or blow pavement areas after each mowing.
- V. Mowing areas that are saturated with water or where standing water is present, is prohibited. Mowing operations are prohibited when conditions are such that turf damage would occur or tire ruts will be left. (See line Trimming)
- VI. Chemical control of turf is prohibited. Contact the Engineer and receive department approval prior to performing any chemical control of weeds.

2. Slope Mowing

Performing slope mowing in areas not accessible with conventional mowing equipment such as beyond concrete ditch paving, slopes greater than 3:1, wet areas, bridge end rolls, behind guardrail, etc. In lieu of slope mowers, blade or string-type trimming equipment is acceptable for use.

3. Miscellaneous Mowing Requirements

- I. Mow along the highway right of way in the direction of traffic
- II. Mow vegetation, behind the guardrails on slopes steeper than 3:1, to a minimum width of fifteen (15) feet behind the guardrail. Hand weed landscaped areas behind guardrail.
- III. Perform all handwork required to effectuate an efficient mowing operation. The Engineer shall have the right to identify for the Contractor those areas where handwork shall be required.
- IV. Take the necessary precautions to prevent any debris (including grass clippings) from being thrown onto paved surfaces or into shrub beds by the mowing equipment or the Contractor's personnel.
- V. See "Limitations of Operations" for re-scheduling uncompleted mowing tasks.

b. Line Trimming

Perform line trimming in a manner that cuts grass blades approximately the same height as the mowing standard three (3) to four (4) inches.

1. Line trim vegetation to the limits maintained by the Department and around existing objects located within the Project Area. This includes all areas inaccessible by mechanical mowers.
2. Trim vegetation around landscaped areas/wildflower areas without damaging plant materials.
3. Do not damage the base of trees, shrubs or other site features. Replace all affected vegetation with like type and size material.
4. Mow using hand held string or blade type trimmers when an area is too wet and otherwise inaccessible for conventional type mowing equipment such as mowing behind guardrails, ditches, etc., or if access by such equipment would cause damage to turf.

c. Edging Operations

Perform edging around pavement areas, (curbs, ornamental landscape/vegetation masses, single tree areas and wherever it is necessary to contain mulch or define a clean turf or planting bed edge), a minimum of twice a month when the grass is actively growing. Properly maintain edging equipment at all times being sure to keep blades sharp.

1. Sidewalks and Curbs

Upon completion of the edging operations, the turf edge will measure approximately 1/8 inch from the edge of pavement with a minimum depth of three (3) inches.

2. Trenches

Maintain a four (4) inch deep trenched boundary between turf areas and ornamental landscape beds and tree mulch rings to provide a clean delineation of mulch beds. The trench edge shall create a clean separation between areas and shall define smooth, even and continuous lines.

3. Beds lines shall conform to the original design. Any soil removed with the turf will be returned to the bed.

d. Weeding (Including Exotic Invasive Pest Plant Removal)

Maintain the Project Area free of weeds, exotic invasive pest plants, undesired vegetation and other noxious weeds.

1. Inspect the Project Area each week and completely remove all weeds by hand pulling or approved herbicide.
2. In mulched beds, hand pull all weeds at least once per week to maintain beds free of weeds. (Hand weeding shall consist of furnishing all labor for removing and disposing of all undesirable vegetation and exotic plant species from the mulched area).
3. In turf areas, remove weeds by hand pulling or approved herbicide. Do not perform line trimming on weeds unless herbicides have been applied a minimum of one week prior to the line trimming activities.
4. In mowable natural areas, remove weeds by hand pulling or approved herbicide. No more than five (5) percent weed coverage or weeds above five (5) inches in height are acceptable at any time.
5. Each work day, properly dispose of all weeds, exotic plants, clippings and debris generated by this activity.

e. Pest Monitoring

Each visit, monitor the grounds for infestations of insects, disease, noxious weeds and invasive exotic pest plants. Inform the Engineer of such infestations in a timely manner. The Engineer may direct the Contractor to apply pesticides for infestations as needed. Apply all pesticides, as needed, for complete control of the infestations. Pesticide Contractors License required (see table 13.3)

f. Debris Removal

Completely remove all litter, debris or other objectionable material created through the Contractor's maintenance operations on a daily basis from the work site or as directed by the Department. This work includes the pickup, removal and disposal of litter and other undesirable or objectionable appearing debris within the entire Project Area to the edge of the pavement adjacent to the state route.

1. Thoroughly clean any paved surfaces including shoulders and curbs, which have been strewn with soil, fertilizer, weeds, vegetative trimmings, mulch or other waste by the end of each working day.
2. Clean the site, as needed, in areas in which issues of health, safety and/or welfare are involved.
3. Remove all silt and debris from concrete and grassed drainage ways and from drainage structures.
4. Vegetation in concrete swales and in catch basin shall be removed

g. Disposal of Litter and Debris

1. Make disposal(s) in accordance with applicable local and state laws. Failure to do so shall be cause for cancellation of the service contract. Cost incurred for the disposal shall be the responsibility of the Contractor.
2. Construct equipment utilized to transport litter in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure with tarpaulins on all open top carriers.
3. Raking, throwing or dumping litter or debris, such as limbs or leaves, on adjacent property on in the mowed and un-mowed natural areas on the Project Area is prohibited. Storage or stockpiling of litter or debris on the Project Area is prohibited.
4. With each invoice submittal, provide the landfill receipts where the Contractor disposed all litter and debris, showing location, weight and date if applicable.

6. Other Landscape Maintenance Services, Requirements and Procedures

a. Aeration

Aerate the turf areas of the Project Area once a year. (Aerate during the months as shown on the Landscape Maintenance Schedule. (Exhibit 4))

b. Pruning

Prune shrubs and groundcovers a minimum of once per year to maintain an attractive shape and/or to encourage denser growth with respect to the intended design character of the plant. Perform standard (NAA

Class II) pruning a minimum of once per year according to the Landscape Maintenance Schedule, (Exhibit 4). Standard tree pruning (NAA Class II) shall consist of the removal of dead, dying, diseased, decaying, interfering, suckering, obstructing or weak branches shall include those on the main trunks as well as those inside the leaf area.

1. Prune in such a manner as not to change the natural habit or shape of a plant. Pruning shall be in conformance with the ANSI 300 Standards.
2. Allow individual plants of the same species to grow together into a continuous mass rather than prune them into individual plants.
3. Do not prune shrubs with power clippers or electric shears.
4. Time and adjust accordingly all heavy pruning to take each species blooming season into consideration.
5. Cut all ornamental grasses to six (6) inches above grade no earlier than February of each year.
6. Straighten trees and remove damaged trees that are small enough to remove while standing on the ground as necessary.
7. Prune trees and shrubs as needed, or as directed by the engineer, to remove branches damaged by storm or accident events to, eliminate site distance, clear-zone blockage, and ensure sign visibility.
8. Prior to pruning trees, meet the Engineer on the site to inspect trees that may need pruning to ensure plant health and symmetry.
9. Prune trees to a shape typical of their species when removing lower branches for crown elevation or increased clearance.
10. When removing a parent leader or limb to a lateral branch, the final cut shall be made as close to parallel as possible with the branch bark ridge and the lateral limb. Make the cut as close to the bark ridge as possible without cutting into it. Avoid damaging the lateral limb when the final cut is made.
11. Remove the weaker or less desirable of crossed or rubbing branches. Such removal should not leave large open spaces in the general outline of the trees.
12. DO NOT "TOP" CRAPE MYRTLES. STANDARD PRUNING – NAA CLASS II, AS STATED IN SECTION 5.7.3, AND AS DIRECTED BY THE ENGINEER, IS ACCEPTABLE. MONITOR AND REMOVE SUCKER GROWTH FROM CRAPE MYRTLES ON A MONTHLY BASIS.

c. Mulching

Re-mulch all shrub and groundcover areas a minimum of three (3) times a year. Re-mulch individual tree areas (rings) and tree mass areas a minimum of two (2) times a year.

1. Mulch Type and Quantity

Mulch shall be shredded hardwood or pine straw, and shall be free of litter and debris. Select only one (1) type of mulch to use for all beds.

 - I. Hardwood Mulch

Hardwood mulch shall be derived from disease-free deciduous trees with a particle size of less than one (1) inch in diameter and less than three (3) inches in length. Hardwood mulch must have completed two (2) composting cycles of 140°F so that all viable weed seeds are destroyed and no further decomposition will occur. Hardwood mulch shall be free from toxic levels of acidity and alkalinity.
 - II. Pine Straw

All pine straw shall be clean, fresh and free of weeds, branches, trash and other foreign matter.
 - III. Use of Cypress mulch or dyed mulch is prohibited.
2. With each mulch application, the mulch shall be applied to achieve a consistent minimum three (3) inch depth after settlement.
3. Keep mulch pulled back from trunks or stems a minimum of three (3) inches.
4. Additional mulch may be needed throughout the contract to replenish small areas where mulch has worn away. There shall be no additional cost to the Department for this task.
5. Final grades after mulch replacement shall be smooth in appearance and, if adjacent to the roadway, shall not be higher than the road elevation in abuts.
6. Apply fertilizer and pre-emergent herbicide prior to mulching activities in accordance with the Service Agreement and the Landscape Maintenance Schedule (Exhibit 4).
7. Individual Trees in Grassed Areas

- I. Place, edge and maintain the mulch for hardwood and pine trees a minimum of five (5) feet from the base of the tree in all directions. Within the second month of the contract, place mulch around hardwood trees in grassed areas that do not already meet the mulch requirements.
- II. Place and maintain mulch around pine trees using the pine straw that falls from the trees in the fall. Furnish additional pine straw mulch for the pine trees by December 31 if the existing pine straw does not meet the three (3) inch depth requirements.

8. Mowable Natural Areas

Keep the natural leaf litter and pine straw no more than four (4) inches and no less than two (2) inches in depth.

d. Erosion Control Maintenance

The contractor shall only be responsible for slope and swale maintenance as specified herein when these areas are located within the Project Area. The Contractor shall not be responsible for maintenance of slope and swale areas that are not affected by their work.

1. Inspection

Inspect slopes and swales for erosion and/or adequate drainage problems and proper function. Report any problems to the Engineer and make minor repairs and/or clean out swale as directed. Minor repair is a disturbance to ten (10) inches deep and not more than twenty four (24) inches wide. The list of these problem areas shall be included on the monthly report/checklist at the end of each month.

2. Washouts

If a washout occurs, provide/restore soil to grade, provide minor repair work as directed by the Engineer and re-establish plant material. If the washout or damage to the landscape area is greater than ten (10) inches deep, restore the site to the minor repair limit in an effort to minimize additional damage and notify the Engineer. Replant/re-establish turf, planting beds, mulch and plant material as per the original design.

e. Watering

Continuously monitor climate and plant moisture conditions for the application of water need. Plant survival and optimum plant health shall be the primary concern of the Contractor. Do not allow plant foliage to dry out or plants to defoliate from lack of water.

1. Perform all hand watering in the morning hours and no later than 10:00 am. Supply all materials such as hoses and sprayers necessary to hand water. Contractor will be responsible for water supply.
2. Water in such a manner that shall not hinder or endanger pedestrian or vehicular traffic.
3. Water in accordance with any water restrictions invoked by the county in which the Project Area resides.
4. Specific Watering Requirements

I. Newly Planted Shrubs and Trees

Thoroughly water after planting, after spring application of fertilizer and a minimum of one (1) time a week throughout the planting season in which the plants are installed.

II. Existing Shrubs and Groundcover

Thoroughly water all Shrubs/groundcovers a minimum of once every two (2) weeks if a drought (no rain for two (2) weeks between March 1 and November 1) occurs.

f. Fertilization

Perform separate soil tests for the turf areas and the ornamental landscape areas, obtain analyses and recommendations according to the University of Georgia's Soil Test Lab Report and submit to the engineer. The cost of these analyses shall be included in the cost of the work.

1. Fertilization and Liming

Shall be in accordance with soil test results and shall be conducted at the frequency shown in the Landscape Maintenance Schedule (Exhibit 4).

2. Apply fertilizer under the proper weather conditions.
3. Use only equipment made specifically for fertilizer application. Properly calibrate and maintain all equipment per manufacturer recommendations and industry standards.
4. Submit tags from fertilizer bags used on site to the Engineer.
5. Repair and damage that is a result of mishandling or misuse of materials to the satisfaction of the Engineer.

6. An inspection of all fertilizer operations is necessary for verification and evaluation by the Department. Requests for such inspection requires forty eight (48) hour notification to the Engineer.
7. Ornamental Landscape Fertilization
Use the required soil test results to determine the type of fertilizer and/or lime for trees and vegetation masses. Ensure uniform fertilizer coverage directly around each plant crown and not cast generally in open plant beds. It is not necessary to remove mulch before fertilizing. Use only slow release fertilizers.
- g. Pesticides (Insecticides and Herbicides)**
Perform all pesticide applications under the direct on site supervision of a person with a current and active Georgia Commercial Pesticide Applicators License with Category 24 for ornamental landscape and category 27 for Right-of-Way use and a current and active Pesticide Contractors License.
 1. Monitor
Each visit, monitor the grounds for infestations of insects, disease, noxious weeds and invasive exotic pest plants. Apply all pesticides, as needed, for complete control of the infestation. This may necessitate more than one application per month, or as directed by the Engineer. The Engineer may direct the Contractor to spray the grounds for pesticide problems detected by the Engineer. Herbicide applications are to be coordinated with the herbicide contractor.
 2. Methodology
 - I. Contact the Engineer a minimum of forty eight (48) hours prior to any and all pesticide applications.
 - II. Apply posting requirements according to State regulations. Disposal of all pesticide containers shall be in accordance with State regulations.
 - III. Use blue dye, or any other color as directed by the Engineer, in all pesticide applications.
 - IV. Confine all spraying of pesticides and other such chemicals to the individual plant. Spraying techniques that may introduce the material being sprayed beyond the immediate area of the individual plant are strictly prohibited.
 - V. Use all materials and methods in accordance with the highest standards and horticultural practices and approved by the department. Follow label instructions.
 - VI. Ensure that when a chemical is being applied, the person applying it has in their possession all labeling associated with the chemical and their license/certification.
 - VII. Apply all pesticides under the proper weather conditions. Do not allow drift. Only equipment made specifically for pesticide or chemical application shall be used.
 - VIII. Applicators shall wear appropriate Person Protective Equipment (PPE) according to the specific pesticide label recommendations when applying products.
- h. Selective Plant Removals**
 1. All plant material shall be removed completely, including the root-ball, from the Project Area. The remaining hole shall be filled with replacement material or planting soil and mulched as directed by the Engineer. Compensation for any removal, excavation and any additional planting soil needed to provide a smooth graded appearance of all landscape areas shall be included in the work. There shall be no additional payment for these items.
 2. Notify the Engineer at least one (1) week prior to removal efforts.
 3. All existing trees eight (8) inches in caliper and smaller that are dead or become ddead, diseased, dying, inappropriately planted or interfering with clear zone or sign visibility during the maintenance period, within the Project Area, shall be removed by the Contractor and shall be included in the overall bid price. Measure tree caliper at diameter breast height (DBH).
 4. Cut the main stem or stems of tree flush with the ground surface and stump grind to six (6) inches below ground level. In some cases, stumps may need to be treated with an approved herbicide to prevent re-growth, as directed by the Engineer. Stump treatment shall occur within fifteen (15) minutes of tree cutting.
 5. The Department may, at its discretion, reimburse the Contractor for repairs or damage due to unforeseen causes beyond the control of the Contractor, including but not restricted to acts of God, of the public enemy or of governmental authorities.

i. Planting Operations

1. All trees shall be a minimum of two (2) inch caliper, containerized for not less than one (1) year and of a species approved by the Engineer.
2. All shrubs shall be a minimum of three (3) gallon, containerized for not less than one (1) year and of a species approved by the Engineer.
3. Planting specifications will be consistent with 702 (special provisions). Supply and water plants as needed through the first summer season and as directed by the Engineer.
4. If alternate species or cultivars are necessary, submit suggested choices to the Engineer by September 1st. The Engineer will submit with the approved selections or desired alternates to the Contractor by September 15th. The Engineer will select the planting locations for planting in November.

7. Deliverables

Delivery of Landscape Maintenance Services (Project Area) shall be in accordance with the contract terms. The following deliverables are expected for work performed at the locations referenced in Exhibit 4 - Locations, Descriptions and Estimated Quantities.

INSTRUCTIONS: Click here to note the the District's expectations for specific task the ITB is designed for from the Contractor. Describe mileage that will be covered; routes, estimated frequency, and the type of applications. Note any special requirements

8. Quality Acceptance

General Provisions 101 through 150.

INSTRUCTIONS: Click here to enter an acceptance criteria for the services performed and products received before the project deliverables can be accepted. Acceptance criteria can include performance measures and regulatory compliance.

9. Personnel and Sub-Contractors

9.1 Personnel

A. Licensing

Commercial Pesticide Licenses must include both Category 24 for ornamental landscapes and Category 27 for Right of Way use.

B. Supervisor

At all times, have on the work site as the Contractor's agent, a competent, English speaking Supervisor, thoroughly experienced in the type of work being performed. The Supervisor's main duties are to supervise the work crew. Supervisor may serve as a Worksite Traffic Control Supervisor (WTCS) if properly certified. The Contractor's Supervisor shall:

1. Have a working cell phone with them during duty hours
2. Must be available at the work site when the work is being performed under this Contract, and as requested;
3. Act as the Contractor's authorized agent in all communications with the Department
4. Shall be responsible for inspecting and reporting the need for major or emergency work to the Engineer immediately.

C. Crew

Utilize the same crew(s) to perform the work in accordance with the requirements herein, whenever possible, so that the personnel can remain familiar with the Project.

1. Provide staff and staffing levels able to perform the work in accordance with the requirements herein.

2. Use personnel who are competent, experienced, and skilled in all aspects of Landscape Maintenance Services (Project Area). The personnel performing these services will be under the sole responsibility of the Contractor.

9.2 Subcontractors

The Department expects the awarded contractor to be fully able to complete the Work as detailed in this ITB. The Department may consider the use of subcontractors to accomplish the work.

- A. All requests to utilize a subcontractor must be submitted in writing and include the following;
 1. **Appendix 4 Subcontractor Request Form**
 2. A notarized copy of **Appendix 5 Georgia Security and Immigration Compliance Act Affidavit (Subcontractor)**
 3. A Performance Bond and a Payment Bond each equal to 100% of the Award Price, must be provided by the successful Bidder.
- B. A minimum of ten (10) working days is needed to evaluate a request.
- C. If the Department approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality, and timeliness of all work performed by the subcontractor. The Department will communicate with the Contractor's Supervisor regarding all work.
- D. Determination of whether a subcontractor is approved is dependant on the validation of the bonds by the issuing officer and is at the sole decision of the Department.

10. Traffic Control Plan

For Section 150 for Traffic Control in Table 6, attach the special provision and/or you may provide additional traffic control requirements in this section. DELETE this note after traffic control requirements are decided.

Note: When there is an occurrence of conflicting requirements between Specifications and the MUTCD, the more stringent requirement shall control.

11. Utility Conflicts

If applicable to the services to be performed under this ITB, the Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in **Table 8** of the ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: www.georgia811.com or by submitting a request on-line or by telephone. Contractor shall perform no work until the site is marked, or that the Georgia811organization indicates that there are no buried utilities at the location. Utility owners should be contacted a minimum of three (3) business days prior to the commencement of operations. Contractor may not commence work until utilities have been marked at the worksite(s).

The Contractor shall promptly notify the Department when the marking has been requested and when it has been accomplished. An email from the Contractor's supervisor to the Engineer, or his designee, shall be sufficient notification. Utility owners should be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.

Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

12. Scheduling and Limitations

12.1 Scheduling

The Contractor shall schedule all work to ensure the least inconvenience and the utmost in safety to the traveling public, the Contractor's, and the Department's forces. The Contractor shall move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic. The Department shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.

The Department will require the awarded vendor to begin and complete work within the timeframe identified in **Table 9**. The Contractor may establish interim milestones for the project to assume timely completion of all work as identified in **Table 9.1**. The Contractor is required to schedule, with the Department, the start of any work related to this ITB a minimum of 48 business hours in advance. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed. Completion of work includes Department Inspections and any work required to correct deficiencies noted by Department.

12.2 Limitations

A. Lane Closures

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall detail any required lane closures in the Traffic Control Plan, to be included in the work plan, for Engineer approval.

B. HOLIDAY LANE CLOSURE RESTRICTIONS

In addition, the Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including, but not limited to, the following:

1. New Year's Day, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday
2. Memorial Day, between the hours of noon on the Friday before and after 9:00 a.m. on the Tuesday after.
3. Independence Day, between the hours of noon the day before Independence Day and 8:00 a.m. the day after Independence Day.

If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of noon the Thursday before Independence Day and 8:00 a.m. on the Tuesday after Independence Day

4. Labor Day, between the hours of noon Friday and 9:00 a.m. Tuesday.
5. Thanksgiving Day, between the hours of noon Wednesday and 9:00 a.m. Monday.
6. Christmas, between the hours of noon Christmas Eve and 9 a.m. the day following the holiday.

7. Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
8. The time of availability for the Work shall be the time the Contractor has all lane closures and traffic control in place for the Work based on the time restrictions listed above or as specified in the approved Traffic Control Plan.
9. The completion time for the Work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above, or in the approved Traffic Control Plan, and place traffic in the existing traffic pattern.

C. Conflict with Holidays/Special Events

Should the Contractor's proposed maintenance schedule conflict with a Holiday or special event and, in the opinion of the Department, negatively impact traffic flow, the Department reserves the right to restrict maintenance operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled maintenance activity. Additionally, the Department reserves the right to cancel or suspend activity when, in the sole opinion of the Department, there is the possibility of a hazard to the motoring public or maintenance personnel within the confines of the traffic work area established by the Contractor.

B. Special Terms and Conditions

1. Inspections and Non-Compliance

1.1 Inspections

The Department will perform inspections to:

- A. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor and employees of GDOT safe.
- B. Ensure that the Contractor adheres to the contract requirements by inspecting during and after Landscape Maintenance Services (Project Area).

Inspections should be during operations and after operations to assess quality and proper completion. The Department may record inspections by taking photos of Contractors with date/time stamp application. The photos will be used to document issues with application performance.

The Department will complete the GDOT Inspection/Compliance Form after inspecting the work in progress and completed work. Upon inspection, the Engineer will notify the Contractor the Department's acceptance or rejection of the Work. All deficiencies in the Work noted by the Engineer shall be corrected by the Contractor within twenty-four (24) hours after notification unless noted otherwise. The Contractor will be expected to sign the complete GDOT Inspection/Compliance Form.

1.2 Non-Compliance:

When the Department determines that the Contractor has failed to perform the Work to the terms of the ITB, the Contractor shall be deemed in ITB Non-Compliance.

- A. The Department may withhold all payments if non-compliance as described in section 1.1 occurs until non-compliant actions are corrected.
- B. Work deficiencies not identified during inspection referenced in above in section 1.1 will be reported to the Contractor by facsimile or electronic mail within seventy-two (72) hours.

2. Measurement

2.1 Measurement

The services covered under the scope of work of this ITB will be measured and accepted by the units in Table 12. Incidentals will be included in the established pay items or if lump sum (job) they will be included in the overall bid.

3. Warranty

The Contractor shall provide any available manufactures' warranty for all parts and assemblies furnished with this contract. Warranty must cover all replacement parts and labor.

4. Department's Right to Cancel or Suspend Work

The Department reserves the right to cancel or suspend repair or maintenance operations of the Contractor when, in its sole judgment, conditions warrant. The following are not all inclusive but are representative of conditions that may be in effect and may cause the Department to cancel or suspend Contractor maintenance repair activities and removal from road, all equipment, personnel, material etc. including the lane closures in effect. The Department will have the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the Department to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. The Department has the right to require the Contractor to remove any employee from the premises temporarily or permanently when in the Departments sole opinion the employee is not suitable. The Contractor will remove this employee immediately and replace as quickly as possible.

5. Construction Projects

The Department reserves the right at any time to Contract for and/or perform other or additional work on or near the Work covered by the Contract. If a road/parking lot/facility rehabilitation or improvement project is under construction or will be under construction where maintenance is scheduled, each Contractor shall conduct the Work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with this ITB and shall protect and save harmless the Department from any or all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same Project. The Contractor shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

6. Damages

The Contractor must report any and all incidents or accidents that occur while performing service. All personal injury, vehicle and property damage accidents are to be verbally reported immediately by calling the District Engineer followed by a written report to the District Engineer, the Engineer inspecting the work, or his designee, within two (2) business days of any incident or accident. Contractor shall describe in full detail what occurred, and the extent of injury and damage, and shall provide the names of those individuals involved along with their contact phone numbers.

In the event that any damage to State infrastructure occurs during progress of the work and is caused by work operations, the Contractor must notify the Department immediately and will be required to repair or replace the damaged item with a like item at the Contractor's expense. In the event that damage occurs during progress of the work and is caused by work operations and said damage has to be repaired or replaced utilizing Department property, supplies, or personnel, the cost of the repair or replacement shall be calculated and deducted from the Contractor's payment.

7. Bid Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this bid. Any Contractors submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

Exhibit 4 Landscape Maintenance Schedule for Projects Areas

| Task Number | Areas & Tasks | MINIMUM APPLICATIONS PER MONTH | | | | | | | | | | | | Total Applications |
|-------------|---|--------------------------------|-----|-----|-----|--------|-----|--------|-----|--------|-----|-----|-----|--------------------------|
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| VM | Vegetation Masses | | | | | | | | | | | | | |
| VM-1 | Fertilization | | 1 | | | | | | | | | | | 1 |
| VM-2 | Weeding/Exotic Invasive Pest Plant Removal | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| VM-3 | Debris and Litter Removal/Disposal | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| VM-4 | Pruning | 1 | C1 | C1 | C1 | C2, C3 | C1 | C2, C3 | C1 | C2, C3 | C1 | C1 | C1 | 1 min. and as needed |
| VM-5 | Mulching | 1 | C4 | C4 | C4 | 1 | C4 | C4 | C4 | 1 | C4 | C4 | C4 | 3 |
| VM-6 | Watering | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| VM-7 | Pest Monitoring | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | each visit |
| MT | Mowable (Turf) Areas | | | | | | | | | | | | | |
| MT-1 | Mowing/Line Trimming | C1 | C1 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | C1 | C1 | As needed, 40 min. |
| MT-2 | Edging | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| MT-3 | Weeding/Exotic Invasive Pest Plant Removal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| MT-4 | Debris and Litter Removal/Disposal | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| MT-5 | Aeration | | | | | 1 | | | | | | | | 1 |
| MT-6 | Watering | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| MT-7 | Fertilization | | 1 | | | | | | | | | | | 1 |
| MT-8 | Pruning (Trees in Turf Areas) | 1 | | | | C3 | | C3 | | | C3 | | | 1 min. and as needed |
| MT-9 | Mulching (Trees in Turf Areas) | C4 | C4 | 1 | C4 | C4 | C4 | C4 | C4 | C4 | 1 | C4 | C4 | 2 |
| MT-10 | Pest Monitoring | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | each visit |
| MN | Mowable Natural Areas | | | | | | | | | | | | | |
| MN-1 | Mowing/Line Trimming | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| MN-2 | Edging | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| MN-3 | Weeding/Exotic Invasive Pest Plant Removal | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| MN-4 | Debris and Litter Removal/Disposal | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| MN-5 | Pruning | 1 | | | | | | | | | | | | 1 |
| MN-6 | Mulching | C1 | | C1 | | C1 | | C1 | | C1 | | C1 | | As needed |
| MN-7 | Pest Monitoring | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | each visit |
| MA | No Mow Natural Areas | | | | | | | | | | | | | |
| MA-1 | Weeding/Exotic Invasive Pest Plant Removal | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 |
| MA-2 | Debris and Litter Removal/Disposal | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| MA-3 | Pruning | 1 | | | | | | | | | | | | 1 |
| MA-4 | Mulching | C1 | | | | | | | | | | | | 1 if needed |
| MA-5 | Pest Monitoring | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | each visit |
| M | Miscellaneous Tasks | | | | | | | | | | | | | |
| M-1 | Erosion Control Maintenance | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | | 6 |
| M-2 | Drainage System Maintenance (Swales and Catch Basins) | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| M-3 | Selective Plant Removal | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed |
| M-4 | Planting Operations | | | | | | | | | | | 1 | | 1 |
| M-5 | Pesticides | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | C1 | As needed per Monitoring |

Landscape Maintenance Schedule for Project Areas

Notes: C1 = Policing, Inspect and Perform as Necessary C2 = Pruning/Trimming, Inspect and Perform as Necessary C3 = Removal of Sucker Growth C4 = Add Mulch to worn out areas

**Exhibit 5
 Locations, Description and Estimated Quantities**

Note: For Landscaping contracts, the Chart below ***MUST*** be used to quantify specific maintenance areas within the Project Area so vendors will provide more accurate bids. **DELETE THESE INSTRUCTIONS AFTER ENTERING ESTIMATES.** If this bid is not for a landscaping contract, please delete the chart.

PROJECT AREA DESCRIPTION

| Project Area Estimates | Project Area | County | Route | From Mile post | To Mile Post |
|---------------------------|--|--------|-------|-------------------|-----------------|
| | | | | | |
| | +/- TOTAL ACRES (excluding roads) | | | | |
| | +/- MOWABLE ACRES (grass) | | | | |
| | +/- ACRES OF MOWABLE NATURAL AREAS | | | | |
| | +/- ACRES OF NON-MOWABLE NATURAL AREAS | | | | |
| | +/- SQUARE FEET OF SHRUB/MULCHED AREAS | | | | |

Note: If project area includes a bridge and area underneath and around it has been cleared, consider adding additional maintenance instructions for the landscape contractor to ensure woody vegetation does not come back. Delete before bidding.

Note: Please see Exhibit 3 Section 6 i. -Planting Operations: For replacement of dead or damage trees and shrubs.
 ** Consider adding a quantity of 5 trees and 25 shrubs in Table 12 for replacements and including the 702 Shrub and Tree Planting Special Provision below. Delete note before bidding:

Instructions for Districts: The Native Restoration and Riparian Seed pay item is recommended outside clear zone areas, on non-mowable slopes and adjacent to stream buffer areas. In the 700 specification, use the Native Grass Seeding Table 3 and Herbaceous Plant Seeding Table 4 for seed mix combinations. Contact the Landscape Architecture Office in State Maintenance for specific seed mix combinations. Delete before bidding.

INSTRUCTIONS: ENTER LOCATION, DESCRIPTION, AND ESTIMATED QUANTITIES referenced in table 3 here. Note: The Project Scope of Services information above is generic. Before advertising the ITB, review and edit the Project Scope of Services information to ensure it is compatible with the project specific information inserted into Tables 3 through 13.3 and Appendix 1 **DELETE THESE INSTRUCTIONS AND NOTE AFTER ENTERING LOCATION, DESCRIPTION, AND ESTIMATED QUANTITIES**



GDOT INSPECTION/COMPLIANCE FORM

Landscape Maintenance Services (Project Area) at various locations throughout the State of Georgia

Contractor's Name: _____ **ITB #** _____

Inspection Location: _____ **Date:** _____ **District #:** _____

GDOT Inspector Name & Title: _____

| Inspection During Applications | Compliant | Non-Compliant | Correction Due Date | Comments | Correction Complete Date |
|--|-----------|---------------|---------------------|----------|--------------------------|
| Mowing/Line Trimming/Edging | | | | | |
| Weeding/Exotic Invasive Pest Plant Removal | | | | | |
| Pest Monitoring | | | | | |
| Debris and Litter Removal/Disposal | | | | | |
| Aeration | | | | | |
| Pruning | | | | | |
| Mulching | | | | | |
| Erosion Control Maintenance | | | | | |
| Watering | | | | | |
| Fertilization | | | | | |
| Pesticides | | | | | |
| Selective Plant Removal | | | | | |
| Planting Operation | | | | | |
| | | | | | |

| Completed Quality Acceptance | | | | | |
|---|--|--|--|--|--|
| Mowing/Lining/ Trimming/Edging | | | | | |
| Wedding/Exotic Invasive Pest Plant Removal | | | | | |
| Pest Monitoring | | | | | |
| Debris and Litter Removal/Disposal | | | | | |
| Aeration | | | | | |
| Pruning | | | | | |
| Mulching | | | | | |
| Erosion Control Maintenance | | | | | |
| Watering | | | | | |
| Fertilization | | | | | |
| Pesticides | | | | | |
| Selective Plant Removal | | | | | |
| Planting Operations | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



Prework Meeting Document

1. This Prework Meeting held on [Click here to enter a date.](#) will serve as the official start for event (***Event Number***) (***Event Name***).
2. As per the signed contract, you must begin work no later than ___days after the Prework Meeting which is [Click here to enter a date.](#) After work has started, there must be continuous measurable work being completed weekly until the job is complete.
3. As per the signed contract, you must have work completed no later than ___ days after the Prework Meeting which is [Click here to enter a date.](#).
4. Milestones:
Work completion milestones will be as stated in **Table 9.1 – Project Milestones** and be agreed upon by the Department and (**Awarded Vendor**) at this Prework Meeting and will be documented below.

| Table 9.1 – Project Milestones | | | |
|---|--|--|---|
| This ITB contains project performance milestones as outlined in this table. | | | |
| Work must begin no later than | | | Days after Prework Meeting Date: Click here to enter a date. |
| | | of project work shall be completed and inspected by the Department | Days after Prework Meeting Date: Click here to enter a date. |
| | | of project work shall be completed and inspected by the Department | Days after Prework Meeting Date: Click here to enter a date. |
| | | of project work shall be completed and inspected by the Department | Days after Prework Meeting Date: Click here to enter a date. |
| | | of project work shall be completed and inspected by the Department | Days after Prework Meeting Date: Click here to enter a date. |
| | | of project work shall be completed and inspected by the Department | Days after Prework Meeting Date: Click here to enter a date. |
| Project shall be completed, inspected and accepted by the Department | | | Days after Prework Meeting Date: Click here to enter a date. |

It will be the responsibility of the Department or their representative to monitor and document the progress of the Contractor’s work according to the above milestones.

GDOT Authorized Signature

Contractor Authorized Signature



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

| | |
|------------------------------|---|
| Contractor's Name: | |
| Subcontractor's (Your) Name | |
| Subcontractor's Address: | |
| Solicitation/Contract No.: | Click here to enter text. |
| Solicitation /Contract Name: | Click here to enter text. |

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services under a contract with _____ (name of Contractor) on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

| | |
|---|-----------------------|
| _____ | _____ |
| Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) | Date of Authorization |

Name of Sub-Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

| | |
|---|--|
| _____ | _____ |
| Printed Name (of Authorized Officer or Agent of Contractor) | Title (of Authorized Officer or Agent of Contractor) |

| | |
|--|-------------|
| _____ | _____ |
| Signature (of Authorized Officer or Agent) | Date Signed |

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

[NOTARY SEAL]

Notary Public
My Commission Expires: _____

DEPARTMENT OF TRANSPORTATION
 FORM GDOT-SP402 ITB Bid Bond

STATE OF GEORGIA

BID BOND

PRINCIPAL (BIDDER)

SURETY

INVITATION TO BID:

COUNTY(IES)

AMOUNT OF BOND

\$1000.00

DATE BOND EXECUTED

KNOW ALL MEN BY THESE PRESENTS: That we, the Principal (Bidder) and Surety named above are held and firmly bound unto the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, hereinafter called the Oblige in the full and just sum of the amount stated above in lawful money of the United States of America, to be paid to the Oblige, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal named above is herewith submitting a Proposal to the Oblige for the work identified by the project number(s) stated above and located in the county (ies) stated above.

UNLESS SPECIFICALLY MODIFIED BY A SPECIAL PROVISION, NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal is awarded the contract for which the proposal is submitted, said Principal shall, pursuant to Paragraph #104 of the Maintenance Master Services Agreement, after contract award, within ten (10) days after the contract forms for the above noted Invitation to Bid have been mailed to the Principal execute said contract and shall give satisfactory contract bond (on forms supplied by Oblige) which guarantees complete performance under the contract and the payment of all legal debts. Otherwise, the Bid Bond shall remain in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS:

ATTEST BY SECRETARY OR ASST. SECRETARY (1)

CORPORATE PRINCIPAL (1)

(SEAL)

(SEAL)

(SEAL)

ATTEST BY SECRETARY OR ASST. SECRETARY (2)

CORPORATE PRINCIPAL (2)

(SEAL)

(SEAL)

(SEAL)

WITNESS (1)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (1)

(SEAL)

WITNESS (1)

BY OWNER OR PARTNER (1)

(SEAL)

WITNESS (2)

INDIVIDUAL OR PARTNERSHIP PRINCIPAL (2)

(SEAL)

WITNESS (2)

BY OWNER OR PARTNER (2)

(SEAL)

NOTARY PUBLIC

SURETY

(SEAL)

BY AGENT OR ATTORNEY-IN-FACT

MY COMMISSION EXPIRES:

NOTE: Surety must be company acceptable as Surety on Federal Bonds. Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact shall be furnished. Affix Corporate Seals of Bidder (if a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.

DEPARTMENT OF TRANSPORTATION
FORM GDOT-SP403

STATE OF GEORGIA

PERFORMANCE BOND

Bond Number:

CONTRACTOR:

Legal name and address

INVITATION TO BID:

COUNTY(IES):

ORIGINAL CONTRACT

AMOUNT:

Must be Equal to the ITB Award Amount

Surety Company:

Legal name and address

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor as principal (hereinafter called the "Principal"), and the above-named Surety Company duly authorized to transact the business of suretyship in the State of Georgia (hereinafter called the "Surety"), are held and firmly bound, both "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligee (hereinafter called the "Owner") in the penal sum of 100% of the Original Contract Amount.

WHEREAS, the Principal has entered into a certain written agreement with the Owner, the above-referenced Invitation to Bid (hereinafter the "Contract") to perform certain work described therein (hereinafter the "Project") and such Contract is incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION ARE AS FOLLOWS:

1. If the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made; and if the Principal and the Surety shall indemnify and hold harmless the Owner from any and all losses, liability, damages, claims judgements, liens, costs, and fees of every description, arising from the Project or under the Contract, whether imposed by law or equity, which may be caused by the failure or default of the Principal in the performance of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise this obligation shall remain in full force and effect.
2. In the event of the failure of performance of the Contract by the Principal, which shall include, but is not limited to, any breach or default of the Contract, the Surety, upon demand by the Owner, shall undertake and complete such required performance and cure any breach or default of the Contract. The Surety shall not assert any action or inaction of the Principal as justification for the Surety's failure to timely perform the obligations of this Bond.
3. The Surety agrees that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.
4. No claim, suit or action shall be brought hereunder after the expiration of one (1) year following the date of the completion of the contract and the acceptance of the work by the Owner. If this limitation is made void by any law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.
6. This Performance Bond shall be governed by the laws of the State of Georgia and is furnished in accordance with O.C.G.A. §§ 13-10-40 and 32-2-70.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS _____
DAY OF _____, 20__ :

NAME OF CONTRACTOR

OF WITNESS FOR CONTRACTOR

By _____
SIGNATURE OF CONTRACTOR
(SEAL)*

PRINTED NAME OF WITNESS FOR CONTRACTOR

PRINTED NAME OF SIGNEE FOR CONTRACTOR

NAME OF SURETY

SIGNATURE OF WITNESS FOR SURETY

By _____ (SEAL)
SIGNATURE OF SURETY'S ATTORNEY-IN-FACT**

PRINTED NAME OF WITNESS FOR SURETY

NAME AND ADDRESS OF ATTORNEY-IN-FACT

By _____
SIGNATURE OF GEORGIA RESIDENT AGENT (IF APPLICABLE)

NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF
APPLICABLE)

DEPARTMENT OF TRANSPORTATION
FORM GDOT-SP403

STATE OF GEORGIA

PAYMENT BOND

Bond Number:

CONTRACTOR:

Legal name and address

INVITATION TO BID:

COUNTY(IES):

ORIGINAL CONTRACT

AMOUNT:

Must be Equal to the ITB Award Amount

Surety Company:

Legal name and address

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor as principal (hereinafter called the "Principal"), and the above-named Surety Company duly authorized to transact the business of suretyship in the State of Georgia (hereinafter called the "Surety"), are held and firmly bound, both "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligee (hereinafter called the "Owner") in the penal sum of 100% of the Original Contract Amount.

WHEREAS, the Principal has entered into a certain written agreement with the Owner, the above-referenced Invitation to Bid (hereinafter the "Contract") to perform certain work described therein (hereinafter the "Project") and such Contract is incorporated herein by reference.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION ARE AS FOLLOWS:

1. If the Principal shall promptly pay in full every subcontractor and all persons supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.
2. This Payment Bond is governed by the laws of the State of Georgia and is furnished in accordance with O.C.G.A. §§ 13-10-60 *et seq.* and 32-2-70.
3. Every subcontractor or person who has not been paid in full for supplying labor, materials, machinery, or equipment to the Principal or a subcontractor for the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person, or the material or machinery or equipment was furnished or supplied by such person for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person, subject to the requirements of O.C.G.A. §§ 13-10-63.
4. The Contractor and Surety agree that the Owner may make inquiries at any time of any subcontractor, laborer, materialman, or any other party concerning the status of payments for labor, materials, or services furnished to or for the Project.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS THIS _____
DAY OF _____, 20__ :

NAME OF CONTRACTOR

SIGNATURE OF WITNESS FOR CONTRACTOR

By _____
SIGNATURE OF CONTRACTOR
(SEAL)*

PRINTED NAME OF WITNESS FOR CONTRACTOR

PRINTED NAME OF SIGNEE FOR CONTRACTOR

NAME OF SURETY

SIGNATURE OF WITNESS FOR SURETY

By _____ (SEAL)
SIGNATURE OF SURETY'S ATTORNEY-IN-FACT**

PRINTED NAME OF WITNESS FOR SURETY

NAME AND ADDRESS OF ATTORNEY-IN-FACT

By _____
SIGNATURE OF GEORGIA RESIDENT AGENT (IF APPLICABLE)

NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE)