



**INVITATION TO BID (ITB)/Request for Quote (RFQ) Bid Form  
(Qualified Firms only)**

**Purpose: Tree Cutting, Pruning and Removal Maintenance Services - District**

ITB/RFQ #:   
 Agreement #:

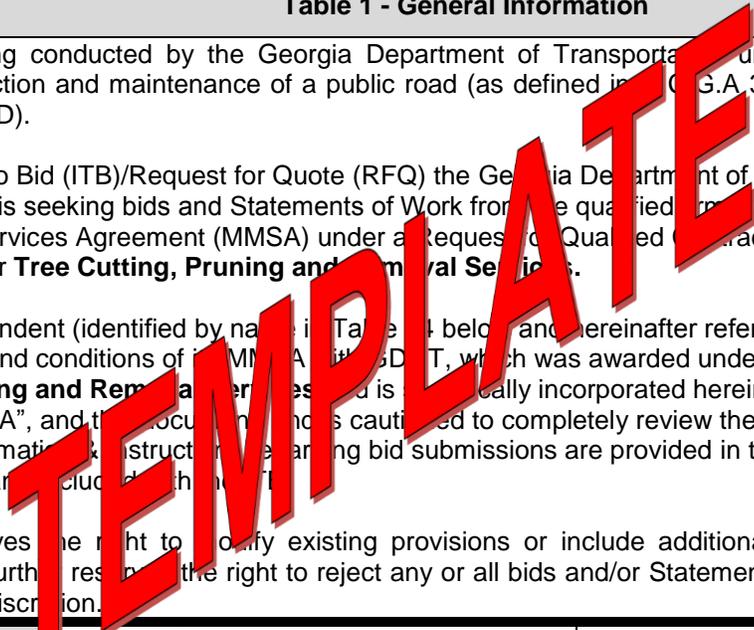
**Table 1 - General Information**

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)/Request for Quote (RFQ) 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 **Tree Cutting, Pruning and Removal Services**.

The awarded firm/respondent (identified by name in Table 4 below and hereinafter referred to as "Contractor") to this ITB/RFQ is subject to the terms and conditions of the MMSA with GDOT, which was awarded under a RFQC or prequalification process for **Tree Cutting, Pruning and Removal Services** and is hereby incorporated herein in **Table 10 below** hereinafter referred to as the "MMSA", and the Contractor is cautioned to completely review the entire ITB/RFQ and follow instructions carefully. General Information & Instructions regarding bid submissions are provided in the **General Information and Instructions** attached and included with this ITB/RFQ.

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.



|  |  |   |
|--|--|---|
| <b>District/Contact for this ITB/RFQ</b> | Issuing Officer<br><input type="text" value="Enter Issuing Officer's Name"/> | Issuing Officer E-Mail:<br><input type="text" value="Enter Issuing Officer's eMail"/> |
|  | District Maintenance Contract Engineer<br><input type="text"/>               | District Maintenance Contract Engineer Email<br><input type="text"/>                  |
| <b>Vendor Contact Information</b>        | Company Name:<br><input type="text"/>  | Contact E-Mail & Phone #:<br><input type="text"/>                                     |
|  | Point of Contact Name:<br><input type="text"/>                               |   |

**Table 2 - Schedule of ITB/RFQ Events**

| Milestone   | Date  | Time                            |
|---|---|---------------------------------|
| a. Department issues "Invitation to Bid"  | Date As Published on the Georgia Procurement Registry ("GPR") |                                 |
| b. Bidders/Offerors' Conference<br>Location:<br><input type="text" value="Enter Conference Address (Street Address, City, State, Postal Code)"/><br>Attendance is: <input type="text" value="Insert Either Optional or Mandatory"/> | <input type="text" value="Click here to enter a date."/>      | <input type="text" value="PM"/> |
| c. Deadline for Written Questions to Issuing Officer  | <input type="text" value="Click here to enter a date."/>      | <input type="text" value="PM"/> |
| d. Responses to Written Questions to Contractors  | <input type="text" value="Click here to enter a date."/>      | <input type="text" value="PM"/> |
| e. Deadline for Bid Submittal   | Date as Published on the GPR                                  |                                 |
| f. Notice of Award [NOA]/Issuance of Purchase Order (on or about)   | Approximately 2 to 3 Weeks after closing                      |                                 |

**The above Schedule of ITB/RFQ 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/RFQ.**

**Table 3 - Location and Short Description of Services to be Performed**

| Item # | Location/County | Route | Description | Category (if applicable) |
|--------|-----------------|-------|-------------|--------------------------|
| 1      |                 |       |             |                          |
| 2      |                 |       |             |                          |
| 3      |                 |       |             |                          |

The detailed scope of work is included in **Attachment 1 - Project Scope of Work – District X**. Exact locations, description and estimated quantities are included in **Attachment 1 – Appendix 1 – Locations, description and estimated quantities**.

**Table 4 - Deliverables**

Not applicable

**Table 5 - Quality Acceptance**

See **Attachment 1 - Project Scope of Work, section 9**, Quality Acceptance

**Table 6- Standard Specifications**

The current GDOT Standard Specifications listed below are those that may be applicable to all work available to be performed under the above-referenced MMSA. From that list, the Standard Specifications that are applicable to this Invitation to Bid's Project Scope of Work (**Attachment 1**) are indicated with an "X" below.

For convenience and easy access, the specifications can be viewed by clicking the following link.  
<http://www.dot.ga.gov/PartnerSmart/Business/Source/Specs/Docs/2013.pdf>.

The specifications are subject to being replaced by any changes or revisions may be available in the form of a Special Provisions which are available at <http://www.dot.ga.gov/Business/Source/SpecialProvisions>. It is the Contractor's responsibility for ensuring use of the most current version of the specifications, construction details, and/or standards. If there is a conflict between versions, the latest specification will govern.

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

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

| "X" All that Apply                  | Section  | Title              |
|-------------------------------------|----------|--------------------|
| <input checked="" type="checkbox"/> | 101 -149 | General Provisions |
| <input type="checkbox"/>            | 150      | Traffic Control    |
| <input type="checkbox"/>            |          |                    |

**Table 7 - Applicable Construction Details and Standards**

<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>

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 (**Attachment 1**) are indicated with an "X" below.

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.

**Issuing Officer: 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 checked="" type="checkbox"/> |           | American National Standards Institute [ANSI A300 (Part 1)], current edition |
| <input type="checkbox"/>            |           |   |

**Table 8 – Traffic Control**

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

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

**Table 9 – Agreement Duration**

|  |  |
|--|--|
| <b>Work must begin no later than:</b>  | Enter desired start date or reference section of scope of work                       |
| <b>Work must be completed no later than:</b>   | Enter desired completion date or reference section of scope of work                  |
| <b>When work is begun, it must be completed within the total number of days indicated:</b> | Enter maximum allowed time to perform services or reference section of scope of work |

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 named above.
2. 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.
3. The Contractor must also confirm the schedule or inform the Department of any changes to the schedule each morning work is to be performed.
4. Completion of work includes Department inspections and any work required to correct deficiencies noted by Department.

**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 of the documents, the following Order of Precedence shall prevail:

- A. Contractor's Awarded MMSA # **48400-410-00000033049** (including any amendments/renewals)
- B. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form Signed by GDOT (including attachments)
- C. Subsequent Purchase Orders

The Contractor shall not take advantage of an error or omission in any of the ITB/RFQ 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/RFQ includes the following documents and Attachments 1 through 5. Agreement includes Exhibits and Appendices as listed below, which are hereby incorporated herein by reference:

- A. Invitation to Bid (ITB)/ Request for Quote (RFQ) Bid Form
- B. General Information and Instructions
- C. Attachment 1 - Project Scope of Work
- D. Attachment 1 - Appendix 1 - Locations, description and estimated quantities
- E. Attachment 2 - Inspection Form (used by Department for specification compliance)
- F. Attachment 3 - Georgia Security and Immigration Compliance Act Affidavit (Contractor & Subcontractor)
- G. Attachment 4 - Bid Bond Form
- H. Attachment 5 – Performance Bond Form

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

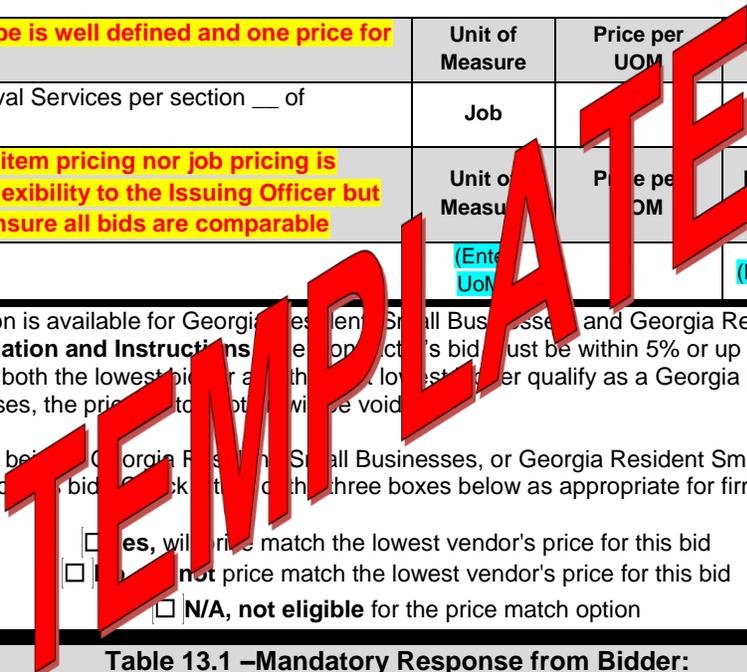
**Table 12 – Bid Form**

**INSTRUCTIONS TO ISSUING OFFICER: Three options are available for bidders to provide a bid response. Select 1 of the 3 options and delete these instructions and the remaining options.**

All of the services which are available to the Qualified Maintenance Contractors for **Tree Cutting, Pruning and Removal Services** 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:

| <b>Option 1: Use this option if line item pricing for all line items are desired</b>  |   | Unit of Measure | Price per UOM | Estimated Quantity | Line Total<br>(Price per UOM X Est. Qty) |
|---|---|-----------------|---------------|--------------------|--|
| <input type="checkbox"/>  | 1. Three (3) Man Tree Crew (as described in the specifications, including equipment, incidentals, etc.) | Per Hour        | \$            | (Enter QTY)        | \$ 0.00                                  |
| <input type="checkbox"/>  | 2. Traffic Control  | Job (lump sum)  | \$            | (Enter QTY)        | \$ 0.00                                  |
|   |   |                 |               | <b>Bid Total</b>   | <b>\$ 0.00</b>                           |
| <b>Option 2: Use this option if scope is well defined and one price for the complete job is desired</b>   |   | Unit of Measure | Price per UOM | Estimated Quantity | Line Total<br>(Price per UOM X Est. Qty) |
| Tree Cutting, Pruning and Removal Services per section ___ of Attachment 1  |   | Job             |               | 1                  | \$ 0.00                                  |
| <b>Option 3: Use this option if line item pricing nor job pricing is desired – this gives maximum flexibility to the Issuing Officer but must be well defined so as to ensure all bids are comparable</b> |   | Unit of Measure | Price per UOM | Estimated Quantity | Line Total<br>(Price per UOM X Est. Qty) |
| Enter description of work   |   | (Enter UoM)     |               | (Enter QTY)        | \$ 0.00                                  |



**Price Match:** A price match option is available for Georgia Resident Small Businesses and Georgia Resident Small Businesses as defined in Section C.3 of **General Information and 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 bid or a third lowest bid qualify as a Georgia Resident, Small Businesses, and 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 the appropriate box 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, Postal Code

**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, Postal Code

**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. In the event the bond is issued by an out of state agent, it shall be countersigned by a Georgia Resident Agent in accordance with the laws of Georgia. AIA (The American Institute of Architects) forms for any type of bonds are NOT acceptable.

**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.

Any proposal guaranty in the form of certified check or cashier's check must be made payable to the Georgia Department of Transportation.

**Performance Bond**

If the total bid price is greater than or equal to \$1.5mil, a Performance Bond equal to 100% of the Award Price, must be provided by the successful Bidder. 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.

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

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

**a. Invitation to Bid (ITB)/ Request for Quote (RFQ) 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/RFQ 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.

**b. Georgia Security and Immigration Compliance Act Affidavit**

In addition to initial MMSA 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.) 13-10-9 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 residents 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 must attach to the bid response 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 Contractor is responsible to the bid also identifies subcontractors; the Contractor’s response must also include signed and notarized affidavits from each of the identified subcontractors. If subcontractors are not identified until after contract award, the Contractor is required to identify the subcontractors to the state entity no later than five business days from the date the supplier enters into the agreement with the subcontractor but prior to any work being performed by the subcontractor. In addition to notifying the Department of the subcontractor(s), the supplier must also submit a signed and notarized affidavit from the subcontractor(s). Contractors should note the Contractor must obtain the Department’s approval prior to introducing new subcontractors.

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

The intended awardee will be notified via email 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 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.

- a. **Invitation to Bid (ITB)/Request for Quote (RFQ) Bid Form:** Original Hard copies of the ITB/RFQ Bid Form with original signatures and required seals.
- b. **Current Licenses:** **(Delete this note and any license requirements that are not applicable to this ITB.)**
  - 1. ISA Certified Arborist – Prospective Contractor, Contractor’s Staff, or Contractor’s Subcontractor is an ISA Certified Arborist.
  - 2. Pesticide Applicators License – Prospective Contractor has a Georgia Department of Agriculture Pesticide License(s) with a Category 27 – Right of Way Endorsement.
  - 3. Pesticide Contractors License – Prospective Contractor has a Georgia Department of Agriculture Pesticide Contractors License.
- c. **Required Insurance Coverage and Certificates of Insurance:**

The Contractor shall, prior to the issuance of the PO/NTP, 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.

**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 monthly installments in accordance with the units of measure utilized.
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 Contractor's Legal Name, and that I am authorized by it to execute the foregoing order 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 was 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 true and without collusion or fraud. We understand collusive bidding is a violation of state and federal law and is a criminal offense, punishable by imprisonment, fines, 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 state-wide elective or appointed office. We further certify that no person who holds any state-wide elective or appointed office 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 RFQ/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.
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/RFQ 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 2 "Instructions to Contractors"** of the **General Information and Instructions**. Submission of the attachments listed above constitutes the Contractor's entire bid response for this ITB/RFQ. The intended awardee will be notified by e-mail and must submit the hard copy of the 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 issue a Notice of Award via a Purchase Order which will authorize the Contractor to begin work within the terms and conditions as set forth herein.

2. With submission of a bid, the Contractor agrees that he/she has carefully examined the ITB/RFQ 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/RFQ 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.

**TEMPLATE**

**Table 15 - Signatures**

|  |   |
|--|---|
| <p>GEORGIA DEPARTMENT OF TRANSPORTATION</p> <hr/> <p>GDOT Signature</p> <hr/> <p>Typed or Printed Name Above</p> <hr/> <p>Typed or Printed Title Above</p> <p>ATTEST (only required if over \$1.5 Million):</p> <hr/> <p>Treasurer</p> | <p><b>Enter Contractor's Legal Name</b>  </p> <hr/> <p>Contractor's Signature (Principal of Company)</p> <hr/> <p>Typed or Printed Name Above</p> <hr/> <p>Typed or Printed Title Above</p> <p>Sworn to and subscribed before me this</p> <p>_____ day of _____, 20____</p> <hr/> <p>Notary Public</p> <hr/> <p>My Commission Expires _____</p> |
|--|---|

**TEMPLATE**

**Attachment 1**  
**Project Scope of Work - District X**  
**ITB/RFQ # 48400-DOT000xxx**

**1. Scope of Work to be Performed**

Requirements under this ITB consists of furnishing all labor, material, tools, equipment, means of transportation and incidentals necessary to perform Tree Cutting, Pruning and Removal operations on dead, diseased, and hazard trees within the limits of the right of way and easement areas of the interstate, limited access routes, 4 lane divided highways, 4 lane and 2 lane routes in a safe, effective, and timely manner, as detailed in herein. Services to be performed apply to interstate and state route transportation facilities within the existing and possible future rights of way as defined by GDOT. It is the intent of the Department that the successful Contractor will manage and perform all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, roadside vegetation and aesthetics, traffic services, and as otherwise combined herein. The Contractor will also be responsible for any traffic control, licenses, and permits required during the duration of the work 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 Designated Representative:** The Department Inspector, (hereafter referred to as the “Engineer”).
- D. Mainline:** The area(s) between interchange on interstates, limited access routes, and state routes.
- E. Limited Access Highway:** Highway or arterial road for high-speed traffic which has many characteristics of a controlled access highway (freeway), including limited or no access to adjacent property.
- F. Travel Way:** The actual travel lanes in which vehicles travel not including paved shoulders
- G. MUTCD:** The *Manual on Uniform Traffic Control Devices* (MUTCD), current edition.
- H. Non-Refundable Penalties:** Failure to comply with terms and specifications of the MMSA that will result in deduction of monies from the Contractor’s invoice for payment.
- I. 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>.
- J. 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.
- K. Debris:** Material associated with the tree cutting and pruning operation including stems, branches, bark, leaves, etc.
- L. Georgia Roadside Management:** iPhone app, available through the iPhone App Store.
- M. Pruning:** Cutting of tree limbs or branches.
- N. Removal:** Removing of all debris from the GDOT right of way associated with the tree cutting and/or pruning operations.
- O. Tree Cutting:** Cutting tree(s) with equipment designed and built for constant heavy use in tough conditions, including roadside conditions.

**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. Do not park equipment on the R/W or on state property overnight.

**A. Equipment requirements per crew are as follows:**

1. Equipment shall include the following: bucket truck, chipper, chain saws, pruning saws, ropes, climbing gear and any other equipment required for tree cutting, pruning and removal. Equipment should be used as intended in a safe and proper manner.
2. Equipment requirements are per three (3) man tree crew.

#### 4. Materials

Submit a list of all cut stump treatment herbicides to be used for the purpose of these specifications. Include labels and Material Safety Data Sheets (MSDS) for each herbicide. The Engineer must approve or disapprove of the intended herbicide to be used prior to any application being performed.

#### 5. Tree Cutting, Pruning and Removal Requirements

- A. Tree Cutting:** Cut a tree or trees per request of the Department. Cut the main stem or stems flush with the ground or parallel to the contour of the slope. Cut trees utilizing the utmost safety to the contractor and their employees, Department personnel, traveling public, surrounding structures and vegetation on and off the R/W. If trees to be cut pose a safety concern, the Department shall direct the Contractor to de-limb and/or cut the tree(s) in sections prior to making final ground level flush cut.
- B. Pruning:** Prune limbs of trees per request of the Department. Prune Limbs in accordance and compliance with the current American A300 Standards. At a minimum when pruning, remove limb(s) cut back to the next major branch or trunk of tree. Do not leave stubs or injure the branch collar.
- C. Debris Removal:** Upon completion of tree cutting and/or pruning, remove all debris from the right of way and the shoulder of each work day. Dispose of all debris from cutting operations at locations provided by the contractor. No burning of debris is allowed on GDOT R/W. Disposal shall be in accordance with local and state laws, and any cost incurred for disposal shall be the responsibility of the Contractor.
- D. Herbicide Applications:** Upon completion of final cut at ground level on all hardwood species, apply a cut stump treatment herbicide approved by the Department prior to application to prevent re-growth. Apply herbicide at labeled rates and treatment recommendations immediately after final cut is performed. Apply herbicide using a blue dye additive. No additional compensation will be paid for this treatment.

#### 6. Other Tree Cutting, Pruning and Removal Requirements and Procedures

- A. Department personnel will designate any tree(s) to be cut, pruned and removed by the Contractor. Occasionally, fallen tree(s) and/or hazard trees may need to be cut and removed from the paved or vegetative shoulder due to inclement weather.
- B. Perform all work as described herein in a proficient and timely manner. Any tree cutting and removal work begun by the Contractor shall be completed prior to doing any other work.

#### 7. Tree Cutting, Pruning and Removal, Incident and Damage Reporting Requirements

- A. Notify the Engineer immediately by phone of any incident or accident that involves the Contractor while fulfilling this Contract.
- B. Submit a written report to the Engineer within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.
- C. Employees shall carry business cards that have the name, address, and phone number of the Contractor upon request of individuals involved in an incident or accident.
- D. If tree cutting, pruning and removal operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item at the Contractor's expense. Contractor is responsible for any damage and subsequent repair and/or replacement off the R/W including underground utilities. If tree cutting, pruning and removal operations damage has to be repaired or replaced utilizing GDOT property or personnel, the cost of the repair or replacement will be calculated and deducted from the Contractor's payment.

#### 8. Traffic Control Requirements

Maintain traffic during the prosecution of the Work and provide, install, and maintain all traffic control devices in accordance with the approved Traffic Control Plans, Standard Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

- A. Utilize complete and proper traffic control and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. Leave the project in a manner that will be safe to the traveling public and which will not impede motorists.
- D. Failure to comply with any of the requirements for safety and traffic control may result in suspension of the Work as provided for in the resulting Master Services Agreement (MSA)
- E. Overnight parking of vehicles or equipment is prohibited on GDOT R/W.

## 9. Quality Acceptance

- A. Areas where tree cutting, pruning and removal have been completed, must be approved and accepted by the Engineer prior to any payment. At no time will payment be made for any work not yet performed. Upon submittal of the invoice the Engineer will inspect the tree cutting, pruning and removal and that it complies with the requirements herein.
- B. If the Contractor has not met the requirements herein, the Engineer may request that the trees be re-cut, additional pruning be performed, additional tree debris be removed and/or additional herbicide be applied at no additional cost to the Department.

## 10. Personnel and Sub-Contractors

- A. **ISA Certified Arborist:** A certified arborist is required to be on call when all Tree Cutting, Pruning and Removal operations associated with roadways, bridges, drainage structures, and roadside vegetation and aesthetics is being performed. The ISA Certified Arborist can be Contractor, a member of Contractor's staff or be outsourced via a subcontractor. The Contractor shall provide the certification for the individual and the individual's name, company representing (if applicable) and contact information including address, phone number(s) and email address.
- B. **Supervisor:** The Contractor must have a competent and experienced Supervisor/Foreman on duty and on site at all times when work is being performed. The Supervisor/Foreman must speak English proficiently.
  - 1. The Supervisor/Foreman shall have a functional cellular phone with messaging or call waiting capability, on his/her person during duty hours. Cellular service shall be functional throughout Georgia. The Supervisor/Foreman's response time to the Engineer shall be less than thirty (30) minutes.
- C. **Crew:** The Contractor must provide staff and staffing levels able to perform the work in accordance with this Specification. Staffing is the sole responsibility of the Contractor to ensure:
  - 1. All employees are qualified to safely operate all equipment.
  - 2. Employees are competent, experienced, and skilled in all aspects of Tree Cutting, Pruning and Removal.
  - 3. All personnel have lawful status to work in the United States and that all personnel ~~must~~ have the Contractor's business card on their person.
  - 4. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.
  - 5. When any work is performed, applicators and/or crew members shall possess a copy of the current GDOT IRVM Herbicide Standards Manual and a copy of the contract.
- D. **Sub-Contractors:** The Department expects the awarded contractor to be fully able to complete the Work as detailed in this Contract. The Department may, at its discretion, consider the use of subcontractors to accomplish the Work other than the use of an ISA Certified Arborist.
  - 1. 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.

2. All requests to hire a subcontractor must be approved in writing. A minimum of ten (10) working days is needed to evaluate a request. The written request from the contractor shall include the following:
  - a) A justification for the need to hire a subcontractor
  - b) The name, address, and phone number of the proposed subcontracting company;
  - c) The number of employees proposed;
  - d) The locations of work and revised work schedule; and
  - e) The revised work crew roster list.
4. Required documentation: If a sub-contractor is utilized, the Prime Contractor shall obtain and provide to the Department the notarized Georgia Security and Immigration Compliance Act Affidavit within five (5) business of Department approval. The forms must be received from the Sub-contractor annually.

E. **Dress Code:** The minimum dress code for personnel shall include a clean and complete outfit, including long pants, socks, shoes, shirt, safety vest, and any other necessary safety gear required by local, state, or federal regulations. While performing tree cutting, pruning and removal personnel must wear Personal Protective Equipment (PPE) while performing this work.

#### 11. Utility Conflicts

- A. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. In the event that utility service is interrupted, the Contractor shall notify the utility owner immediately and cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.
- B. 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. Work Schedule: Five (5) days prior to work being performed:

- A. Submit a plan to the Engineer of how the tree cutting, pruning, and removal will be completed including number of crews and traffic control, if required. Prior to performing any tree cutting, pruning, and removal the Engineer must approve the plan. **Multiple tree cutting, pruning, and removal crews, equipment and multiple starting locations may be required.**
- B. Submit a list of active phone numbers including office phone and cellular phone numbers. Submit the Supervisor/Foreman's name and cellular phone number

#### 13. Measurement

The Tree Cutting, Pruning and Removal operations covered under the scope of work of this contract will be measured and accepted by the following units as described in Table 12.

#### 14. Non-Compliance/Default/Non-Refundable Deductions

- A. Non-Compliance: The Engineer determines that the Contractor has failed to comply with work required under the terms of the Contract.
  1. The Contractor may be deemed in Contract Non-Compliance and subject to Contract termination.
  2. All Items of Non-Compliance may result in non-refundable deductions against the Contractor.
- B. Default: The Department has the authority to terminate the Contract when the Contractor is in Non-Compliance during the term of the Contract.
- C. Non-Refundable Deductions: Begin as described below, and continue daily until the task has been executed to the satisfaction of the Engineer. Any Non-Refundable Deductions assessed will be deducted from the Contractor's invoice for payment.

1. The Department may suspend work if non-compliance occurs with items listed below, until actions are corrected.
2. Performance deficiencies will be reported to the Contractor within forty-eight (48) hours of Non-Compliance identification(s) and Non-Refundable Deductions assessed. A written copy of the facsimile will be mailed to the Contractor.
3. Reply to the Engineer's Non-Compliance facsimile/letter within forty-eight (48) hours of receipt. The Contractor must dispute any Non-Refundable Deductions in writing within forty-eight (48) hours of receipt of notification of assessment.
4. If work is suspended due to non-compliance, it is the sole discretion of the Department to withhold 25% of the contractor's invoiced amount until the work will be performed until the Engineer until the contractor is in compliance with these specifications.
5. The following are applicable non-refundable deductions:

| 5. The following are applicable non-refundable deductions:  | <u>Amount</u>             |
|---|---------------------------|
| <u>Specification Non-compliance / Inefficient Work</u>  |                           |
| In the event that the Contractor fails to respond within fifteen (15) calendar days from the date of notification of work's requirements, non-refundable deductions will be charged against the Contractor for each calendar day beyond the fifteen (15) calendar days. | \$1,000.00/calendar day   |
| Failure to comply with Lane Closure Restrictions  | \$2,500.00 per 15 minutes |
| Damage to State Infrastructure  | At Cost                   |

TEMPLATE

**Attachment 1**  
**Appendix 1 - Locations, description and estimated quantities**  
**Tree Cutting, Pruning and Removal Maintenance Services**

**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**

**TEMPLATE**

**Attachment 2 - GDOT Inspection/Compliance Form  
 Tree Cutting, Pruning and Removal Maintenance Services**

Inspection Location: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

See GDOT Tree Cutting, Pruning and Removal Maintenance Services MMSA for reference

| Inspection Prior/During Applications   | Compliant | Non Compliant | Not Applicable | Comments |
|--|-----------|---------------|----------------|----------|
| Supervisor on site   |           |               |                |          |
| ISA Certified Arborist on call during operations.  |           |               |                |          |
| Licensed Applicator on site when applying herbicides   |           |               |                |          |
| Materials (herbicides, adjuvants, water and related materials) handled and applied properly    |           |               |                |          |
| Adequate staffing  |           |               |                |          |
| Dress Code including PPE met   |           |               |                |          |
| Complying with Traffic Control and Safety procedures   |           |               |                |          |
| Equipment Mechanically Worthy and/or Appropriate   |           |               |                |          |
| <b>Completed Application Quality Acceptance</b>  |           |               |                |          |
| Final cut on main stem or stems flush with the ground or parallel to the contour of the slope. |           |               |                |          |
| Limb pruning was done in accordance and in compliance with the current ANSI A300 Standards.    |           |               |                |          |
| All debris from the tree   |           |               |                |          |

TEMPLATE





### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

|                              |   |
|------------------------------|---|
| Contractor's Name:           |   |
| Address:                     |   |
| Solicitation/Contract No.:   | <a href="#">Click here to enter text.</a> |
| Solicitation /Contract Name: | <a href="#">Click here to enter text.</a> |

### CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor 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 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 Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor 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 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: \_\_\_\_\_  
Revised 8/1/2016



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

|                              |   |
|------------------------------|---|
| Contractor's Name:           |   |
| Sub-Contractor's (Your) Name |   |
| Sub-Contractor's Address:    |   |
| Solicitation/Contract No.:   | <a href="#">Click here to enter text.</a> |
| Solicitation /Contract Name: | <a href="#">Click here to enter text.</a> |

**SUB-CONTRACTOR 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. In the event a subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby certifies that its federal work authorization user identification number and date of authorization is 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 Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
 FORM GDOT-SP402 ITB Bid Bond

BID BOND

PRINCIPAL (BIDDER)

SURETY

INVITATION TO BID:

COUNTY(IES)

AMOUNT OF BOND

\$1000.00

STATE BOND EXEMPTED

KNOW ALL MEN BY THESE PRESENTS: That we, the Principal (Bidder) and Surety named above, do hereby hold and firmly bound unto the DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, hereinafter called the Obligee 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 Obligee, to which payment well and truly to be made, do 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 Obligee for the work identified by the project number(s) stated above and located in the county (ies) stated above.

UNLESS SPECIFICALLY MODIFIED BY SPECIAL PROVISIONS, WHEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Principal is awarded the contract for which the proposal is received, 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 (as supplied by Obligee) which guarantees complete performance under the contract and the payment of all legal debts. Otherwise, this Bond shall be void and of no force and effect.

IN WITNESS WHEREOF THE PARTIES HERETO 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<br>FORM GDOT-SP403 ITB Performance Bond |                      | STATE OF GEORGIA<br>Bond No. |
| PERFORMANCE BOND   |                      |                              |
| CONTRACTOR (BIDDER)  |                      |                              |
| SURETY COMPANY   |                      |                              |
| INVITATION TO BID:   | COUNTY (S)           |                              |
| ORIGINAL CONTRACT AMOUNT   | STATE BOND EXEMPTION |                              |
| <b>(Must be Equal to the ITB Award Amount)</b>                       |                      |                              |

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Company as Principal, and the above-named Company duly authorized to transact the business of suretyship in the State of Georgia, hereby obligate the Surety, jointly and firmly bound, both "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligor (hereinafter called the Owner) the penal sum of 120% of the Original Contract Amount.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that 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 all fully authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect, and shall be construed as being in compliance with and subject to the provisions of Sections 5-10-1 et seq., of the Official Code of Georgia Annotated. The Surety's aggregate liability hereunder shall in no event exceed the penal sum set forth above.

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.

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.

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

|                                     |                         |        |
|-------------------------------------|-------------------------|--------|
| SIGNATURE OF WITNESS FOR CONTRACTOR | SIGNATURE OF CONTRACTOR | (SEAL) |
|-------------------------------------|-------------------------|--------|

|  |                        |
|--|------------------------|
| PRINTED NAME OF WITNESS FOR CONTRACTOR | PRINTED NAME OF SIGNED |
|--|------------------------|

|   |  |        |
|---|--|--------|
| SIGNATURE OF WITNESS FOR SURETY           | SIGNATURE OF SURETY'S ATTORNEY-IN-FACT | (SEAL) |
| BY GEORGIA RESIDENT AGENT (IF APPLICABLE) | NAME AND ADDRESS OF ATTORNEY-IN-FACT   | (SEAL) |

|  |                                      |
|--|--------------------------------------|
| NAME AND ADDRESS OF GEORGIA RESIDENT AGENT (IF APPLICABLE) | NAME AND ADDRESS OF ATTORNEY-IN-FACT |
|--|--------------------------------------|

NOTE: Surety must, at the time of issuance, be on the United States Treasury's listing of certified companies and have a Best Policyholders Rating of "A-" or better. Power of Attorney showing authority of Surety's 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.