



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

**Purpose: Vegetation Removal Services –District X**

**ITB/RFQ #:** Enter ITB/RFQ Number  
**Agreement #:** 48400-410-0000033094-XXX

**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 Service Agreement (MMSA) under a Request for Qualified Contractors (RFQC) (GDOT's pre-qualification process) for **Vegetation Removal Services**.

The awarded firm/respondent (identified by name in Table 14 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 **Vegetation Removal Services** and is specifically incorporated herein in **Table 14** below hereinafter referred to as the "MMSA", and this document, and 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** at the end in accordance 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, in order to waive technicalities and informalities at its discretion.

TEMPLATE

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

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

Milestone	Date	Time
a. Department issues "ITB/RFQ"	Date As Published on the Georgia Procurement Registry ("GPR")	
b. Bidders/Offerors' Conference Location: <input type="text" value="Enter Conference Address (Street Address, City, State, Postal Code)"/> 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=""/>   <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=""/>   <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=""/>   <input type="text" value=""/> PM
e. Bids Due/Close Date and Time	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  See **Attachment 1 - Project Scope of Work**

**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/DOT2013.pdf> .

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

The Contractor must comply with the terms of the above-referenced 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"/>	49	General Provisions
<input type="checkbox"/>	15	Traffic Control
<input type="checkbox"/>		

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

<http://mydot.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 the ITB/RFQ, the following additional requirements shall be adhered to via link:

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



<input type="checkbox"/>	3. Side Trimming	Shoulder Mile	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>	4. Traffic Control	Job(Lump Sum)	\$	(Enter QTY)	\$ 0.00
<input type="checkbox"/>				<b>Total Bid</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	Estimated Quantity	Line Total (Price per UOM X Est. Qty)
<input type="checkbox"/>	1. Vegetation Removal(random clearing and side trimming)per section 5 of Attachment 1	Job(lump sum)	1	\$
<input type="checkbox"/>	2. Random Clearing per section 5.A,B &D of Attachment 1	Job(lump sum)	1	\$
<input type="checkbox"/>	3. Side Trimming per section 5.C&D of Attachment 1	Job(lump sum)	1	\$
<input type="checkbox"/>	4. Traffic Control	Job(lump sum)	1	\$
<b>Total Bid</b>				<b>\$ 0.00</b>

<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	Estimated Quantity	Line Total (Price per UOM X Est. Qty)
Enter description of work		(Enter UoM)	(Enter QTY)	\$
<b>Total bid</b>				<b>0</b>

**Price Match:** A price match option is available for Georgia Resident, Small Businesses, and Georgia Resident Small Businesses as defined in Section 10-1-1 of the Official Code of Georgia Annotated. **General Instructions:** The Contractor's bid must be within 5% or up to \$10,000 of the lowest responsive and responsible bidder. If both the lowest bidder and the next lowest bidder 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 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, 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. The Contractor must submit a bid bond issued by a Surety authorized to do business in the State of Georgia. Any proposal guaranty in the form of certified check or cashier's check must be made payable to the Georgia Department of Transportation.

**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 who have 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 contract award, the Contractor's 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 in order to ensure that only lawful citizens or lawful immigrants are employed by the Contractor or subcontractor. The program is required to obtain such signed and notarized affidavits from Contractor prior to entering into any performance contract involving the Contractor's physical performance of services within the state of Georgia. Contractor must attach to the sourcing event the affidavit at the time of bid response to be eligible for bid award.

Registration participation in the federal work authorization program also extends to the supplier's subcontractors. Where applicable, the supplier's response 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 any license requirements that are not applicable to this ITB.)**
  - ISA Certified Arborist – Prospective Contractor, Contractor's Staff, or Contractor's Subcontractor is an ISA Certified Arborist.
  - Pesticide Applicators License – Prospective Contractor has a Georgia Department of Agriculture Pesticide License(s) with a Category 27 – Right of Way Endorsement.
  - 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 cessation 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 alterations to the bid and if it does 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 until the bid closes and will remain open for acceptance for a period of 180 days following such closing.
- 4. It will provide services at the site specified at the time stated herein and to furnish to GDOT all required documents required here.

**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 state-wide 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 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.

**Table 15 - Signatures**

GEORGIA DEPARTMENT OF TRANSPORTATION

**Enter Contractor's Legal Name**

\_\_\_\_\_  
GDOT Signature

\_\_\_\_\_  
Contractor's Signature (Principal of Company)

\_\_\_\_\_  
Typed or Printed Name Above

\_\_\_\_\_  
Typed or Printed Name Above

\_\_\_\_\_  
Typed or Printed Title Above

\_\_\_\_\_  
Typed or Printed Title Above

ATTEST: (applicable only if bid amount is at least \$1.5 Million)

Sworn to and subscribed before me this

\_\_\_\_\_  
Treasurer

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

**TEMPLATE**

**Attachment 1**  
**Project Scope of Work - District X**  
**ITB/RFQ # 48400-DOT0000xxx**

**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 Vegetation Removal that includes random clearing or side trimming and herbicide applications within the limits of the right of way and easement areas of the interstate and 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 Vegetation Removal operations associated with roadways, bridges, drainage structures, roadside vegetation and aesthetics, traffic services, and as otherwise contained herein. The Contractor will also be responsible for any traffic control, licenses, and permits required satisfying 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 interstate, 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, including paved shoulders.
- G. MUTCD**: The *Manual on Uniform Traffic Control Devices* (MUTCD) current edition.
- H. Non-Refundable Deductions**: Failure to comply with the terms and specifications of the Contract 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 consistent with the Project Special Provisions, the Georgia Department of Transportation, Standard Specifications, Standard Drawings and Construction Details. <http://www.dot.ga.gov/SPS> is the source.
- J. Right-of-Way**: The horizontal location of a highway within the boundaries of access-control fences or access-control lines, hereinafter as stated.
- K. Debris**: Material and waste from 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 limbs or branches.
- N. Random Clearing**: This work consists of cutting vegetation and removal from the Right of Way and proper disposal of all debris within the clearing limits as specified.
- O. Side Trimming**: this work consists of pruning and/or trimming of the tree branches that are encroaching or are a threat to encroach from the sides of the R/W onto the travel ways.
- P. Removal**: Removing of all debris from the GDOT right of way associated with the tree cutting and/or pruning operations.
- Q. Tree Cutting**: Cutting tree(s) with equipment designed and built for constant heavy use in tough conditions, including roadside conditions.
- R. Vegetation Removal**: consists of random clearing, side trimming, herbicide applications and debris removal operations.

**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.

Random clearing/side trimming equipment shall include but may not be limited to the following: Jarraff or equivalent all terrain tree trimmers, heavy duty land clearing mulchers, tub/horizontal grinders, feller bunchers,

skidders, aerial lift equipment/truck, chipper and chain saws and other miscellaneous vegetation removal/logging equipment. Equipment should be used as intended in a safe and proper manner.

**4. Materials**

Submit a list of all herbicides intended for use for the purpose of these specifications on cut stump treatment applications as well as control of invasive vines, grasses and weeds. 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 applications being performed.

**5. Vegetation Removal Requirements**

A. **Random Clearing:** This work consists of clearing, removing and disposing of all vegetation and debris in areas within the R/W as specified, except such objects as are designated by the Engineer to remain or to be removed in accordance with the Plans or other sections of the specifications. Vegetation and debris includes: trees, shrubs, vines, logs, limbs, mulch piles and all other debris associated with random clearing.

1. Random clearing may be done by any method provided that the soil disturbance is minimal and no damage is done to proper structures, trees or shrubbery to be retained, in or outside the R/W boundaries.
2. Remove all trees, brush, stumps and logs projecting through or appearing on the surface of the ground by cutting or grinding flush with the surrounding ground surface. No grubbing operations are allowed.
3. The Engineer will designate any trees, shrubs, plants, and other objects within the clearing limits specified which are to be retained and preserved.
4. Preserve all structures such as culverts, drainage structures and headwalls, sound barriers, utility poles and poles, fences, signs, R/W markers and other permanent R/W structures.
5. The Engineer may specify that additional damaged, diseased, or deformed trees outside of the clearing limits be removed.
6. Logging operations for marketable timber is permissible when performing random clearing only in such a manner as not to interfere with the safety of the traveling public or personnel involved with the work.
7. Trees outside the limits of clearing shall have all tree branches that extend within the limits of clearing area removed back to the branch bark ridge at the tree trunk to the top of the tree.
8. Invasive plant species that are within the clearing limits shall be removed from the R/W that does not allow propagation or re-growth of the plant(s). Do not grind or chip invasive plant species. The following is a list of invasive plant species:

Invasive Plant Species in Georgia	
Scientific Name	Common Name
<u>Ailanthus altissima</u>	Tree-of-Heaven
<u>Albizia julibrissin</u>	Mimosa
<u>Alternanthera philoxeroides</u>	Alligator Weed
<u>Carduus nutans</u>	Musk Thistle
<u>Eichhornia crassipes</u>	Water Hyacinth
<u>Elaeagnus pungens</u>	Thorny Olive
<u>Elaeagnus umbellata</u>	Autumn-Olive
<u>Hedera helix</u>	English Ivy
<u>Hydrilla verticillata</u>	Hydrilla

<u>Imperata cylindrica</u>	Cogongrass
<u>Lespedeza bicolor</u>	Shrubby Lespedeza
<u>Lespedeza cuneata</u>	Sericea Lespedeza
<u>Ligustrum japonicum</u>	Japanese Privet
<u>Ligustrum sinense</u>	Chinese Privet
<u>Lonicera japonica</u>	Japanese Honeysuckle
<u>Lonicera maackii</u>	Amur Honeysuckle
<u>Lygodium japonicum</u>	Japanese Climbing Fern
<u>Melia azedarach</u>	Chinaberry
<u>Microstegium vimineum</u>	Nepalese Browntop
<u>Miscanthus sinensis</u>	Chinese Silvergrass
<u>Murdannia keisak</u>	Marsh Dayflower
<u>Nandina domestica</u>	Sacred Bamboo
<u>Paspalum verillei</u>	Vaseygrass
<u>Paulownia tomentosa</u>	Princess Tree
<u>Phyllostachys aurea</u>	Golden Bamboo
<u>Pueraria Montana var. lobata</u>	Kudzu
<u>Rosa multiflora</u>	Multiflora Rose
<u>Sesbania herbacea</u>	Bigpod Sesbania
<u>Sesbania punicea</u>	Red Sesbania
<u>Sorghum halepense</u>	Johnsongrass
<u>Spiraea japonica</u>	Japanese Spiraea
<u>Triplaris sebiparia</u>	Chinese Tallow Tree
<u>Vincetoxicum major</u>	Big Periwinkle
<u>Vincetoxicum minor</u>	Common Periwinkle
<u>Wisteria sinensis</u>	Wisteria

TEMPLATE

- B. **Herbicide Applications:** Upon completion of final cut at ground level on all non-invasive hardwood species, apply a cut stump treatment herbicide approved for use by the Engineer to prevent re-growth. Apply herbicides 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. Apply herbicide treatments to invasive plant species as follows:
1. **Woody Types:** Upon completion of final cut at ground level on all invasive woody species, apply a cut stump treatment herbicide with blue dye additive approved for use by the Engineer to prevent re-growth. Apply herbicides at labeled rates and treatment recommendations immediately after final cut is performed.
  2. **Vines:** Spray invasive vines during the growing season with a herbicide that is labeled to control the specific vine approved for use by the Engineer. Apply herbicide at labeled rates and treatment recommendations. Spray foliage that is within 4 feet of the ground. No foliar spray shall be above 4 foot high. Cut vines that extend above 4 feet and treat as woody plants.

3. Spray invasive grasses and weeds during the growing season with a herbicide that is labeled to control the specific grass or weed approved for use by the Engineer. Apply herbicide at labeled rates and treatment recommendations.

C. **Side Trimming:** This work consists of side trimming of the tree branches that are encroaching or are a threat to encroach from the sides of the R/W onto the travel ways. The work may range from the systematic pruning of every tree along the R/W to the selective trimming of individual trees which encroach.

1. All tree branches encroaching on the travel way shall be removed to the vertical line of the specified R/W limits or as directed by the Engineer.
2. Side trimming will be performed from the lowest branches to the highest branches along the vertical line of the R/W trees or at the Engineer's discretion.
3. Trees that are leaning over the vertical line that are greater than 8 inches in diameter at breast height (DBH) must be cut at ground level. Dead, diseased or dying trees within the R/W limits must be cut at ground level.
4. All side trimming will be performed by equipment designed to make a clean branch cut.
5. Special care should be taken when side trimming is performed adjacent to utility lines, poles and other structures as specified in Section 4.01.A.vi.

D. **Debris Removal:** Debris associated with random clearing and/or side trimming is to be removed from the R/W during and at the end of the specified project.

1. Any debris that reaches the travel ways, sidewalks, waterways, water bodies, driveways, concrete curbs and flumes shall be removed immediately.
2. Restore original grades for any area that is disturbed by random clearing/side trimming. Equipment or tire rutting that occurs will need to be repaired by the Contractor.
3. On random clearing operations mulch, grinded and chipped debris may be spread over the cleared areas. Mulch material chips shall not exceed 3 inches in length or 1 inch in diameter and be spread at a thickness not to exceed 3 inches in depth.
4. When performing side trimming operations in rural areas branches and other debris may be chipped and disposed of on non-mowable slopes or into the tree line within the R/W. Chipped debris spread on the R/W must not exceed 3 inches in height. In urban areas, environmentally sensitive locations and where rural R/W is limited all debris shall be removed from the R/W.
5. Remove all litter, including larger pieces, from the right of way at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter on the right of way is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.
6. Removed debris shall be disposed at locations provided by the Contractor. No burning of debris is allowed on the 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.

## 6. **Other Vegetation Removal Requirements**

- A. 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. **Vegetation 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 vegetation removal operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance on private property, 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 vegetation 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

Table 6 has the option to select Section 150 for Traffic Control and 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.

INSTRUCTIONS TO ISSUING OFFICE: REVIEW ALL ADDITIONAL TRAFFIC CONTROL NOTES TO KEEP OR DELETE. DELETE THESE INSTRUCTIONS AFTER DECIDING TO KEEP OR DELETE THE ADDITIONAL TRAFFIC CONTROL NOTES BELOW.

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 the 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 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 vegetation removal has 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 additional vegetation removal 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:** The ISA Certified Arborist can be the Contractor, on the Contractor's staff or be outsourced via a subcontractor. If the ISA Certified Arborist requirement is being met by the Contractor's staff or subcontractor, 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. The ISA Certified Arborist will need to be on call when work is being performed.
- B. **Supervisor:** 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 or 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:** Provide staff and staffing levels able to perform the work in accordance with this Specification. Staffing is the sole responsibility of the Contractor.
1. Ensure that all employees are qualified to safely operate all equipment. Employees must be competent, experienced, and skilled in all aspects of Vegetation Removal.
  2. All personnel must have lawful status to work in the United States. All personnel must have the Contractor's business card on their person.
  3. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.
  4. When any work is performed, applicators and/or crew members must 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 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.
1. If the Department approves the use of a subcontractor, the Contractor will be held wholly responsible for the actions, quality and timelines 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 a justification for the need to use a subcontractor.
    - a) The name, address and phone number of the proposed subcontracting company;
    - b) The number of employees proposed;
    - c) The proposed work schedule; and
    - d) The proposed employee roster list.
  3. 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 with five (5) business days of Department approval. These forms must be received from the Sub-contractor annually.
- D. **Dress Code:** The minimum dress code for personnel shall be 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 vegetation 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 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.
- 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 vegetation removal will be completed within the allotted time frame specified in Table 9 Agreement Duration of this ITB, including number of crews and traffic control, if

required. Prior to performing any vegetation removal the Engineer must approve the plan. **Multiple tree vegetation 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 Vegetation Removal operations covered under the scope of work of this contract will be measured and accepted as per Table 12 Bid Form of this ITB.

**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 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 explained 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. Non-compliance 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. No other work will be performed until the contractor is in compliance with these specifications.
  - 5. The following are applicable non-refundable deductions:

<u>Specification Non-compliance Item/Deficient Work</u>	<u>Amount</u>
In the event that the Contractor fails to respond within fifteen (15) calendar days from the date of notification that Work is required, 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

**Attachment 1**  
**Appendix 1 - Locations, description and estimated quantities**  
**Vegetation Removal 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  
 Vegetation Removal Services**

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

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

See GDOT Vegetation Removal Services Contract for reference

Inspection Prior/During Vegetation Removal Services	Compliant	Non Compliant	Not Applicable	Comments
Traffic Control met				
Supervisor on site				
ISA Certified Arborist on call during operations				
Licensed Applicator on site when performing herbicide applications				
Materials(herbicides, adjuvants, water and or related materials) handled and applied properly				
Adequate staffing				
Dress Code including PPE met				
Equipment Mechanically Worthy and/or Appropriate				
<b>Completed Work Quality Acceptance</b>				
Work completed within the allotted time frame.				
All debris from the vegetation removal operation was removed from site or mulch spread evenly throughout the site.				
All work was completed in a proficient and timely manner				

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 or identification number and date of authorization are as follows:

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

\_\_\_\_\_  
 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: \_\_\_\_\_



**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 contractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will waive notice of receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If an undersigned 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 are as follows:

\_\_\_\_\_  
 Federal Work Authorization User Identification Number  
 (EEV/E-Verify Comparison 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

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 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 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 Obligee 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 Invitation to Bid have been mailed to the Principal execute said contract and shall give satisfactory contract bond (on forms supplied by Obligee) which shall guarantee 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 (1)

CORPORATE PRINCIPAL (2)

(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 ITB Performance Bond		STATE OF GEORGIA Bond No.	
		PERFORMANCE BOND	
CONTRACTOR (BIDDER)			
SURETY COMPANY			
INVITATION TO BID:		COUNTY(IES)	
ORIGINAL CONTRACT AMOUNT (Must be Equal to the ITB Award Amount)		DATE BOND EXECUTED	

KNOW BY ALL PERSONS THESE PRESENTS, that we, the above-named Contractor, as Principal, and the above-named Company duly authorized to transact the business of suretyship in the State of Georgia, herein designated as Surety, are held and bound "jointly and severally" as well as "severally" only, unto the Department of Transportation as Obligee (hereinafter called the Owner) in the total sum of 20% 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 as well as truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications to said contract that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. It is mutually understood and agreed in the Principal and Owner that this bond is to be construed as being in compliance with and subject to the provisions of Section 13-10-1 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 within the period 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 void and unenforceable under the laws of the State of Georgia, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by law.

No right of action shall accrue on this bond against 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 HEREON 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.