



STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE MASTER SERVICES AGREEMENT

RFQC# 48400-410-RoutineMaintenance
TYPE OF ROUTINE MAINTENANCE Services

AGREEMENT ID: 48400-410-0000XXXX-XXX

SECTION I GENERAL PROVISIONS:
ARTICLE #101 AGREEMENT BETWEEN:

This Maintenance Master Services Agreement (hereinafter referred to as "Agreement") is made and entered into as of _____ (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, (hereinafter referred to as "GDOT" or the "Department") located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308;

AND
NAME

an entity that is qualified to do business in the State of Georgia (hereinafter referred to as the "Contractor") (The Department and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Nothing contained in this Agreement shall be construed to convert the Contractor or any of its employees, agents, sub-contractors, or sub-subcontractors into a partner, employee, or agent of the Department. Nor shall either party to this Agreement have any authority to bind the other in any respect.

WHEREAS, the Department desired to secure a qualified maintenance contractor to provide necessary services; and

WHEREAS, the Department has conducted a prequalification process to identify qualified maintenance contractors, whereby the Contractor has been identified as a Qualified Maintenance Contractor **SERVICES** (hereinafter referred to as Maintenance Services); and

WHEREAS, the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to furnish Maintenance Services to the Department and the Department has relied on such representation; and

WHEREAS, the Parties hereto desire to enter into an Agreement which sets forth the nature of the Services the Contractor is qualified to provide and terms and conditions associated therewith.

NOW, THEREFORE, THE PARTIES HERETO, in consideration of the mutual promises made as hereinafter expressed and contained, or attached and incorporated and made a part hereof, and of the benefits to flow from one to the other, do hereby agree each with the other as follows:

ARTICLE #102 TERM OF AGREEMENT:

This Agreement is effective as of the date written in **ARTICLE #101** above and shall terminate five (5) years from the date written therein, unless terminated earlier under **ARTICLE #115 TERMINATION** of this Agreement. The term set forth shall be the qualification period during which the Contractor is permitted to bid on ITBs, at the end of which the Contractor will be required to submit a renewal application to be reviewed and have a new Agreement executed.

Time shall be of the essence for work awarded to the Contractor through any ITB that the Contractor is successful in responding to during the term of this Agreement.

ARTICLE #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

The telephone numbers, contact persons, and mailing addresses listed below for the Department's and the Contractor's representatives may be changed during the term of this Agreement by written notification to the other Party. Notices given pursuant to this Agreement shall be in writing and shall be to the Department or Contractor by delivering them to the Party in person or by depositing it in the U.S. mail postage prepaid, addressed to the Parties as follows:

- A. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Department's Project Manager:
Department of Transportation
State Maintenance Office
Attn: William Wright
600 West Peachtree Street NW, Suite 1046
Atlanta, GA 30308
Phone: [Click here to enter text](#)
E-mail: [Click here to enter text.@dot.ga.gov](#)

Department's Contract Administrator:
Department of Transportation
Office of Operational Purchasing
Attn: Stacy Ringo
600 West Peachtree Street, NW, 19th Floor
Atlanta, GA 30308
Phone: 404-631-1570
E-mail: SRingo@dot.ga.gov

The Department's District Procurement Manager and District Maintenance Contract Engineer for the Purchase Order/Notice to Proceed will be identified in the ITB.

- B. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this contract are:

Attn:

Phone:
Email

The Contractor shall identify its Project Manager for receipt of the Purchase Order/Notice to Proceed in its response to the ITB.

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. In the event that any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the Party, as identified by the Party.

ARTICLE #104 APPLICATION TO INVITATIONS TO BID AND PURCHASE ORDERS:

GDOT intends to publish Invitations to Bid (ITB), which are referred to as Requests for Quote (RFQ) (hereinafter referred to as "ITB"), to seek competitive bids from those Qualified Maintenance Contractors for Maintenance Services, including the Contractor, that are interested in performing the specific scope of work described in each ITB, in the specific location(s) described therein. A bid bond or other acceptable form of proposal guaranty must be submitted in accordance with the instructions detailed in the ITB for each bid submitted in response to an ITB, in accordance with O.C.G.A. 32-2-68(a). Each ITB will include detailed information about the amount and acceptable form of bid bond or proposal guarantee required. Individual ITBs may be subject to other specific bond requirements, as will be detailed in the ITB instructions.

GDOT will publish RFQs/ITBs periodically and as needed; GDOT is under no obligation to issue RFQs/ITBs for specific Maintenance Services. As long as GDOT and the Contractor have a valid Agreement in place, the Contractor is eligible, but not required, to submit a bid in response to each ITB. GDOT will select one or more (to be determined in each ITB) Qualified Maintenance Contractors to perform the work described in each ITB based on the costs contained in its ITB responses.

After a Qualified Maintenance Contractor is selected to perform the work described in a ITB, the Department will execute the ITB Bid Form submitted by the Contractor and will award a Purchase Order (PO) that will serve as the Notice to Proceed (NTP) (hereinafter referred to as "PO/NTP"). **The terms of this Agreement shall be incorporated by reference into any and all PO/NTP for Maintenance Services issued prior to the expiration or termination of this Agreement.** The PO will be issued by electronic mail (e-mail). A PO/NTP is considered "issued" when the e-mail is sent.

The Contractor shall not begin any work until authorized in writing by the Department through a PO/NTP, which shall provide an effective date for the start of services. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO/NTP will not be considered for payment.

The Scope of Work shall remain in effect from Notice to Proceed. In no instance shall any work be authorized beyond this scope unless specifically authorized in writing as evidenced by a time extension letter or as otherwise authorized by the Department. No work shall be authorized or payment made for work performed beyond the termination date of the Maintenance Master Services Agreement.

ARTICLE #105 AGREEMENT IDENTIFICATION NUMBER:

The Department shall assign an agreement identification number ("Agreement ID"), **48400-410-00000XXXXXXXX** this Agreement simultaneously with the execution of same. The Agreement ID will be a unique number and must be used by the Contractor when referring to this Agreement.

ARTICLE #106 PURCHASE ORDER IDENTIFICATION NUMBER:

The Department shall assign a purchase order identification number ("PO Number"), to each PO/NTP simultaneously with the execution of same. The PO Number will be a unique number and must be used by the Contractor when referring to the PO/NTP, including in requests for payment.

ARTICLE #107 CHANGES IN CONTRACTOR'S ORGANIZATION:

The Contractor shall notify the Department in writing within thirty (30) business days upon the Contractor taking any action to change its company structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in company names, changes in officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in business structure will impact the Department, including payments to the Contractor, and Contractor shall propose how these impacts to the Department can be mitigated. In the event of the death of any member, partner or officer of the Contractor; dissolution or termination of the company; or disaffiliation of the principally involved employee, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the Department. This subsection shall not be a bar to renegotiating of the Agreement between the surviving members of the Contractor and the Department, if the Department so chooses.

The Department shall have the sole discretion to concur with the Contractor's proposed mitigation of any changes to the Contractor's organization, renegotiate this Agreement, or terminate this Agreement pursuant to **ARTICLE #115.**

ARTICLE #108 RELATIONSHIP WITH OTHERS:

The Contractor shall professionally cooperate fully with the Department, other contractors on adjacent or related projects, municipal and other interested local government officials, other State of Georgia agencies, utility companies, railroads, and others, as may be directed and/or allowed by the Department. Such cooperation shall include attendance at meetings, as may be requested by the Department, furnishing reports and other data produced in the course of work on Department projects, as may be requested from time to time by the Department to effect such cooperation and compliance with all directives issued by the Department.

ARTICLE #109 REPRESENTATIONS AND WARRANTIES:

The Contractor represents and warrants to the Department that the Contractor:

- A. Is a duly organized company authorized to do business in the State of Georgia or, doing business through an enterprise that is authorized to do business in the State of Georgia.
- B. Has authorized the execution, delivery, and performance of this Agreement.
- C. Will obtain, if necessary, and keep in full force and effect all required licenses, certifications, and permits necessary to perform services in the event an ITB is awarded to Contractor.
- D. Shall comply with applicable federal, state, and local laws, regulations and ordinances as well as all pertinent codes of ethics and professional standards in effect throughout the contract period.

Furthermore, the Contractor represents and warrants to the Department that:

- E. The person signing this Agreement has been duly authorized by the Contractor to execute and deliver same.
- F. This Agreement is valid, enforceable, and legally binding obligation of the Contractor.
- G. The Contractor shall furnish all necessary machinery, tools, apparatus and other means of work, and do all the work and furnish the materials in the manner specified.

ARTICLE #110 INDEMNITY AND INSURANCE:

The Contractor shall indemnify, release, and hold harmless the Department, its officers, members, employees, and authorized agents, from and against all loss, liability, damages, costs, expenses (including reasonable attorneys' fees and expenses incurred by the Department and any of the Department's officers, members, employees or authorized agents), claims, suits, and judgments arising or occurring in connection with the performance of services under this Agreement or any subsequent ITB and PO/NTP. This indemnification survives the termination of this Agreement and shall also survive the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

In the event that the Contractor is awarded an ITB, the Contractor shall, prior to the issuance of the PO/NTP, procure and maintain the insurance coverage listed in subsection **ARTICLE #110.B**, 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.

A. Certificate(s) of Insurance:

For each awarded ITB, the Contractor shall furnish GDOT, within ten (10) calendar days after Notice of Award prior to issuance of the PO/NTP and prior to any work being performed, the Certificate of Insurance on an ACORD or similar form listing GDOT as certificate holder. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the PO/NTP. The Contractor's pricing submitted in response to the ITB must include the cost of the required insurance. No performance of the work shall occur until the required insurance certificate(s) are provided.

Each insurance certificate must provide the following:

- 1. Name and address of authorized agent.
- 2. Name and address of insured.
- 3. Name of insurance company(ies).
- 4. Description of policies.
- 5. Policy number(s).
- 6. Policy period(s).
- 7. Limits of liability.
- 8. Name and address of GDOT as certificate holder.
- 9. Project name and number.
- 10. Signature of authorized agent.
- 11. Telephone number of authorized agent.
- 12. Mandatory thirty (30) day notice of cancellation/non-renewal.

- 13. Each certificate of insurance shall bear an endorsement naming GDOT as an additional insured.
- 14. Each certificate of insurance shall bear an endorsement as follows:

Insurer agrees that the coverage, as required by Georgia law, shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days (ten [10] calendar days for nonpayment of premium) after written notice by United States Certified Mail, Return Receipt Requested, postage prepaid, or statutory overnight mail in accordance with Code Section 9-10-12, in an envelope addressed to the party to be notified. All policies shall abide by the laws governing the State of Georgia.

Such Certificate(s) of Insurance, with required additional insured endorsements, shall be submitted to the District Procurement Manager identified in the ITB.

B. Required Insurance Coverages:

From insurers rated at least A– by A. M. Best’s and registered to do business in the State of Georgia, the Contractor shall provide the following kinds of insurance in the minimum amount of coverage set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all operations carried on and any and all work performed by the Contractor subject to this Agreement, pursuant to a PO/NTP awarded to Contractor as a result of an ITB for Maintenance Services. Within ten (10) calendar days after Notice of Award of an ITB and during the entire period of the Contractor’s responsibility under each PO/NTP, the Contractor shall maintain liability insurance as follows:

- 1. **Workers Compensation (WC):** - Statutory coverage shall be maintained for Worker’s Compensation as required by the laws of the State of Georgia.

Bodily injury by Accident – each employee	\$ 100,000
Bodily injury by Disease – each employee	\$ 100,000
Bodily Injury by Disease – policy limit	\$ 500,000

Commercial General Liability (CGL):

Each Occurrence Limit	\$ 1,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 3,000,000
Products/Completed Ops. Aggregate Limit	\$ 1,000,000

Automobile Liability Combined Single Limit: \$ 1,000,000

to cover vehicles, owned, leased or rented by the Contractor.

- 2. Additional insurance may be required for certain categories.
- 3. The Contractor shall require its sub-contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

C. Insurance Premiums and Deductibles:

The Contractor shall pay the insurance premiums and shall be responsible for payment of all deductibles and self-insured retention.

D. Waiver of Subrogation:

There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the Contractor agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE #111 AMENDMENTS AND MODIFICATIONS:

Any and all amendments to this Agreement shall be in writing and signed by both Parties, in the form of a Supplemental Agreement executed with the same formality as this original Agreement. Any such Supplemental Agreements may result in changes or revisions to POs/NTPs and all modifications to the scope, compensation, or time for performance of an PO/NTP shall be in writing, in a PO/NTP modification issued by GDOT with the same formality as the original PO/NTP.

ARTICLE #112 SUBSTANTIAL CHANGES:

If, prior to the satisfactory completion of the services performed under this Agreement, or pursuant to a PO/NTP awarded to Contractor as a result of an ITB for Maintenance Services, the Contractor determines that the Department has materially changed the scope, character, complexity or duration of the services from those required under the Agreement or PO/NTP, the Contractor shall notify the Department in writing within two (2) weeks of such change and request a Supplemental Agreement or PO/NTP Modification, as appropriate, pursuant to **ARTICLE #113**.

ARTICLE #113 SUPPLEMENTAL AGREEMENTS/PO MODIFICATIONS:

Upon request by the Contractor and approval by the Department, a Supplemental Agreement (for this Agreement) may be executed by the Parties or a PO Modification may be issued, it being acknowledged by the Parties that the Department will make the final determination of whether a Supplemental Agreement/PO Modification is necessary. Payment based on PO Modifications shall constitute full payment and settlement of any and all additional costs and expenses including delay and impact damages caused by, arising from, or associated with the work performed.

ARTICLE #114 TIME EXTENSIONS:

This Agreement may be extended or continued in force by mutual consent of the Parties; however, such extension or continuance shall not be valid without a written Supplemental Agreement addressing such extension or continuance being written and approved by the Department.

The time for performance under a subsequent PO/NTP may be extended or continued in force by mutual consent of the Parties; however, such extension or continuance shall not be valid without a written PO Modification to such PO/NTP addressing such extension or continuance being issued in writing by the Department. The established completion time shall not be extended because of any delays attributable to the Contractor, but may be extended by the Department in the event of a delay attributable to the Department or because of unavoidable delays caused by force majeure or governmental actions or other conditions beyond the control of the Contractor as referenced in **ARTICLE 124**.

It is the responsibility of the Contractor to ensure at all times that sufficient time remains in the PO/NTP within which to complete the services covered therein. In the event there are delays that may affect the completion date in the PO/NTP, the Contractor may submit a written request for a time extension to the Department identifying the reason(s) for the delay, the amount of time related to each reason, and specifically indicating whether or not the delays were concurrent with one another; this written request must be submitted at least thirty (30) days before the relevant completion date. The Department will review the request and make a determination as to approving or denying the requested extension, in whole or in part. If such request is approved, the Department will issue a PO Modification.

In the event time for performance of the services under a PO/NTP expires and the Contractor has not requested (or if the Department has denied) an extension of the completion date, partial progress payments on that PO/NTP will be stopped on the date time expires, provided that the Contractor has received payment for work performed. No payment shall be made for work performed after the expiration of the PO/NTP except where a PO modification has been issued by the Department both Parties in accordance with this Article and **ARTICLE #113.**

ARTICLE #115 TERMINATION:

The Department may terminate this Agreement and/or any related PO/NTP for cause or without cause, in whole or in part, at any time the interest of the Department requires such termination in accordance with the below:

A. For Unsatisfactory Performance:

If the Department determines that the performance of the Contractor is not satisfactory, the Department may notify the Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time; but not in excess of (10) calendar days. If, within ten (10) calendar days after such notice, the Contractor does not proceed in a satisfactory way to remedy the faults specified in said notification, the Agreement and/or the PO/NTP may be terminated immediately. The Contractor will be paid for the work satisfactorily performed as determined by the Department subject to and in accordance the provisions of **SECTION III COMPENSATION AND PAYMENT.**

Should the Department determine that the unsatisfactory performance is sufficiently serious that it creates a public safety hazard or that immediate harm to the Department right-of-way, the Department roadway facilities or other Department property may occur, the Department may provide notice either telephonically or via e-mail to the Contractor that the Contractor shall immediately stop work and thereafter the Department may undertake any actions it deems necessary to cure the unsatisfactory performance, with reasonable expenses directly related to the cure to be reimbursed by Contractor.

B. For Default on the Part of Contractor:

The nonperformance by the Contractor of any material terms, covenant or condition of this Agreement or any related PO/NTP shall constitute a default. If the services of the Contractor are terminated by the Department for default on the part of the Contractor, the amount to be paid shall be determined by the Department with consideration given to the actual costs incurred by the Contractor in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Department at the time of termination, the cost to the Department of employing another Contractor to redo or complete the work required and the time which may be required to do so, and other factors which affect the value to the Department of the work performed at the time of termination.

C. For Changes in Contractor's Organization

The Department may terminate this Agreement if the Contractor fails to comply with **ARTICLE #107 CHANGES IN CONTRACTOR'S ORGANIZATION** or if the Department determines, in its sole discretion, it is not in the Department's best interest to concur with the Contractor's proposed mitigation of any changes to the Contractor's organization.

D. For Criminal Activity:

The Department reserves the right to cancel and terminate this Agreement and/or any related PO/NTP in the event that any employee or agent of the Contractor is convicted for any crime arising out of or in conjunction with any work being performed by the Contractor.

E. For Removal from Qualified Maintenance Contractor's List

The Department reserves the right to cancel and terminate this Agreement and/or any related PO/NTP in the event that the Contractor is removed from the Department's list of Qualified Maintenance

Contractors or any employee or agent of the Contractor is convicted for any crime arising out of or in conjunction with any work being performed by the Contractor.

F. For Insufficient Funds:

If the Department determines that there are insufficient funds for any PO/NTP under this Agreement, this Agreement and related PO/NTP may be terminated immediately by the Department in its sole discretion upon notice to the Contractor and without further obligation on the part of the Department. In such an event, the Contractor will be paid for all work performed through the date of such termination subject to and in accordance the provisions of **SECTION III COMPENSATION AND PAYMENT.**

G. For Convenience

The Department may terminate this Agreement and/or any related PO/NTP, in whole or in part, at any time by written notice to the Contractor when it is in GDOT's best interest.

If the Department terminates this Agreement and/or any related PO/NTP for reasons other than unsatisfactory performance or default of the Contractor, the Department will notify the Contractor of such termination, with instructions as to the effective date of work stoppage or specify the state of work at which the Agreement or PO/NTP is to be terminated. If the Agreement or PO/NTP is terminated before performance is completed, the Contractor will be paid for work satisfactorily performed up to the effective date of work stoppage as identified by the Department.

ARTICLE #116 REMOVAL FROM QUALIFIED MAINTENANCE CONTRACTOR'S LIST:

A. Routine Maintenance Contractor Qualifications Review Committee

The Department reserves the right to remove Contractor from the list of Qualified Maintenance Contractors that are eligible to bid on RFQs/ITBs based on the Contractor's Unsatisfactory Performance, Default, Changes in Contractor's Organization, or Criminal Activity. The Department's determination of whether a Contractor should be removed from the list of Qualified Maintenance Contractors for Maintenance Services will be made by a Review Committee of qualified persons, whose members shall be designated by the GDOT Commissioner. The Department, through its Review Committee, shall endeavor in its actions concerning the removal of Contractors from the Department's list of Qualified Maintenance Contractors to be reasonable, consistent, and act in good faith.

B. Resulting from Termination of Agreement

In the event that this Agreement is terminated for any reasons other than for convenience of insufficient funds by the Department pursuant to **ARTICLE #115**, the Contractor will be removed from the list of Qualified Maintenance Contractors for Maintenance Services.

ARTICLE #117 WAIVER OF REMEDIES FOR ANY BREACH

In the event that Department elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Department shall not limit Department's remedies for any preceding or succeeding breach of that or of any other term, covenant, or condition of this Agreement.

ARTICLE #118 PERFORMANCE OF SERVICES AND DISPUTES:

All services will be performed by the Contractor to the satisfaction of the Department. The Department will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of the Agreement or subsequent PO/NTP, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and the decision upon all claims, questions, and disputes will be final and binding upon the Parties hereto. Arbitration is neither contemplated nor allowed under this Agreement.

ARTICLE #119 HEADINGS:

Headings set forth herein are for the convenience of the parties only and are not a part of this Agreement.

ARTICLE #120 CONTINUITY:

Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Department and Contractor and the successors and assigns of the Department and the Contractor.

ARTICLE #121 PREAMBLE, RECITALS, AND EXHIBITS:

The Preamble, Recitals, Exhibits and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

ARTICLE #122 INTERPRETATION:

Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

ARTICLE #123 SEVERABILITY:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be adversely affected.

ARTICLE #124 FORCE MAJEURE:

If the Contractor shall be unable to perform or shall be delayed in the performance of any of the terms and provisions of this Agreement as a result of:

- A. Governmental preemption of materials or services in connection with a national emergency declared by the President of the United States.
- B. Riot, insurrection, or other civil disorder affecting performance of the Work.
- C. Unusual and extreme weather conditions constituting Acts of God.

Then, and in any such event, such inability or delay shall be excused, and the time for completing the affected portions of this Agreement, the Agreement shall be extended for such reasonable period of time as the delay has affected the performance of the Work hereunder. The Contractor shall take all reasonable actions to minimize the delay caused by any of the above factors, and shall notify the Department in writing of any event allowing for excuse or delay not later than ten business (10) days after the event the Contractor first becomes aware of the event, or should have become aware, of the event; otherwise the Contractor will be deemed to have waived the excuse or delay.

ARTICLE #125 THIRD PARTY BENEFICIARY:

The Contractor acknowledges, stipulates and agrees that the Department is a public department, agency, or commission of the executive branch of government of the State of Georgia performing an essential public and governmental function by means of the Agreement. The Contractor acknowledges, stipulates and agrees that there are no individual or personal third party beneficiaries of this Agreement.

ARTICLE #126 SAFETY AND PROTECTION OF PERSON AND GENERAL PUBLIC:

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees performing the work and other persons, including without limitations the General Public, who may be affected thereby.

Any person employed by the Contractor who does not perform in a proper and skillful manner or displays any conduct which would present a negative impact on the Department or project site will at the request of the Department, be removed from further work on the contract by the Contractor.

ARTICLE #127 DRUG-FREE WORKPLACE:

The Contractor shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Contractor's employees during the performance of the Agreement.

- A. Each sub-contractor and or sub-subcontractors hired by the Contractor, if any, shall be required to ensure that the sub-contractor's employees are provided a drug-free workplace. The Contractor shall secure from that sub-contractor the following written certification:

"As part of the subcontracting contract with "Contractor", the "Sub-contractor" certifies that a drug-free workplace will be provided for the sub-contractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3.

- B. Through execution of this Agreement, the Contractor certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

ARTICLE #128 CONFLICT OF INTEREST:

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Department (nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department).

Also, by signing and submitting this Agreement, I hereby certify that I will notify the Department through its Contract Administrator identified in **ARTICLE 103.A.** of this Agreement, of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of Department employees.

ARTICLE #129 BOYCOTT OF ISRAEL

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.

SECTION II SERVICES PROVISIONS:

ARTICLE #201 RANGE OF SERVICES:

The work to be performed by the Contractor under this Agreement and any related PO/NTP shall encompass and include all detail work, services, materials, equipment, and supplies necessary to perform the services to the Department within the Term of Agreement specified in the ITB.

Each ITB and resulting PO/NTP shall indicate the specific services to be provided which shall be in accordance with the range of the scope of work defined in **EXHIBIT A, RANGE OF SERVICES.** No payments for work performed by the Contractor under this Agreement will be made which are not authorized by a written PO/NTP from the Department. The cost of such services authorized by the Department shall be paid for in accordance with **SECTION III COMPENSATION AND PAYMENT.**

ARTICLE #202 DAMAGE:

In the event that any damage occurs during and is caused by the Contractor's operations, the Contractor shall be required to repair or replace the damaged item with a like item at the Contractor's expense within eight (8)

hours of the occurrence. If the said damage is not corrected in eight (8) hours and the damage has to be repaired or replaced utilizing Department property or personnel, the cost of the repair or replacement will be calculated and deducted from the Contractor's payment.

SECTION III COMPENSATION AND PAYMENT:
ARTICLE #301 COMPENSATION METHODOLOGY:

The Department will pay the Contractor the sum of its total bid for each specific ITB awarded to it, as reflected in the PO/NTP after the Department's determination that the Contractor has satisfactorily completed all PO/NTP, ITB, and Agreement requirements and has delivered to the Department all required products/services specified in each PO/NTP. For work that takes longer than one (1) month to complete, the Department may pay the Contractor progress payments after receipt and acceptance by the Department of proof that required milestones have been accomplished.

A. Compensation

The Parties agree that compensation and payment for full and complete compensation of all work, materials, and services furnished under the terms of this Agreement, will be paid to the Contractor pursuant to each ITB awarded and PO issued to it. The bid amount/price for each PO/NTP (including each line item if so applicable) shall not be exceeded unless the Department determines that there is a substantial change in scope, character, or complexity from those originally included in the PO/NTP for the Project resulting in PO Modifications executed as referenced in **ARTICLE 113**.

B. Payment

The Contractor shall be paid by the Department for completed work and services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and equipment necessary to complete the work specified in **EXHIBIT A, RANGE OF SERVICES** and each PO issued to the Contractor. Payment to the Contractor will be made upon receipt and approval of monthly invoices submitted as specified. The Department will not make accept or make payment for invoices submitted more frequently than monthly.

C. Final Payment

Upon verification of satisfactory completion of the work specified in each PO/NTP, payment of one-hundred percent (100%) of the amounts earned, less the total of all previous payments for that PO/NTP, shall be paid by the Department to the Contractor.

The Contractor agrees that acceptance of this final payment for work associated with each PO/NTP shall be in full and final settlement of all claims arising against the Department for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and that PO/NTP, and shall release the Department from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE #302 INVOICING:

The Contractor shall be responsible for submitting invoices to the Department's District Maintenance Contract Engineer identified in each ITB on a monthly basis for the Contractor and all sub-contractor's for the Project. The Contractor must ensure that billable items are limited only to the exact line items which are included in the PO/NTP and any PO/NTP modifications.

A. The Contractor agrees to provide necessary information in a format acceptable to the Department which will outline in written and graphic form the order of performance of the work in sufficient detail so that the progress of the work and therefore the rationale for payment can easily be evaluated. Such information will be verified by the Department, and payment will be made based on the work completed. Upon the basis of its review of such invoices and supporting information, the Department will make payment to the Contractor as the work progresses but not more often than once a month. Should the work begin within

any one month, the first invoice shall cover the partial period from the beginning date of the work through the effective date of the month in which the Agreement began. Payment will be made in the amount of sums earned less previous payments. Invoices and resulting payments to the Contractor shall correspond to the progress of work achieved for the Project. The Department will be entitled at all times to be advised at its request as to the status of work being done by the Contractor and the details thereof.

- B. Payments shall be made to the Contractor within thirty (30) calendar days of receipt of an approved invoice, and all supporting documentation, so long as the Contractor is in compliance with the terms of the PO/NTP and Agreement. Payment for any part of the work by the Department shall not constitute a waiver of any remedies of any type it may have against the Contractor for any breach of this Agreement by the Contractor, or for failure of the Contractor to perform work required of it by the Department and as set forth in the PO/NTP and Agreement. Should the work under any PO/NTP and/or this Agreement be terminated by the Department, pursuant to the provisions of **ARTICLE #115 TERMINATION**, the Contractor shall be paid based upon the percentage of work satisfactorily completed at the point of termination.

ARTICLE #303 WITHHELD AMOUNTS:

Except for issues arising from contract indemnification provisions, the Department will have the right to retain out of any payment due the Contractor under any PO/NTP an amount sufficient to satisfy any amount due and owed the Department by the Contractor. The Department may withhold payment on any invoice in the event that the Contractor is in default under any provision of any PO/NTP or this Agreement as of the time of processing the invoice or as of the time payment is made on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the Department will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION IV COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

ARTICLE #401 GOVERNING LAW:

This Agreement shall be deemed to have been executed in Fulton County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE #402 COMPLIANCE WITH APPLICABLE LAW:

The Contractor agrees that all work done as part of any PO/NTP pursuant to this Agreement will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and the Contractor assumes responsibility for full compliance with all such laws, rules and regulations. The Contractor understands that the following items specifically apply to this Agreement, but do not exclude any other applicable federal or state laws or requirements, and certifies that it will comply with and will require its sub-contractors to comply with:

- A. Provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State of Georgia employees and officials trading with the State of Georgia.
- B. Provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug Free Workplace Act," as stated in **ARTICLE 127** of this Agreement.
- C. Provisions of Section 50-5-85, of the Official Code of Georgia Annotated relating to the "Boycott of Israel" Act as stated in **ARTICLE 129** of this Agreement.
- D. All applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

- E. The “Georgia Prompt Pay Act”, sections 13-11-1 through 13-11-11 of the Official Code of Georgia Annotated, and shall submit the certification at **APPENDIX A: Contractor Certification for Prompt Payment of Sub-Contractors** along with each invoice/request for progress payment.
- F. Section 13-10-91 of the Official Code of Georgia Annotated, and certifies that Contractor, subcontractors, and sub-subcontractors performing work under this Agreement, are and shall be at all times in compliance with the Federal Work Authorization Program. The contractor and sub-contractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”). The affidavit “**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**” will be required with each ITB project.
- G. All aspects of the National Pollutant Discharge Elimination System (NPDES) Permit No. GAR041000 for Stormwater Discharges Associated with Municipal Separate Storm Sewer Systems (MS4), as directed by GDOT. Certain activities under this Agreement may be reportable as MS4 compliance efforts. If MS4 reporting is included in an ITB, the selected Contractor shall be responsible for providing the required information.

ARTICLE #403 NON-DISCRIMINATION:

The Contractor hereby agrees that neither it nor its sub-contractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its sub-contractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The Contractor further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

ARTICLE #404 DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS:

The Department encourages the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by State funds. While there is no DBE, small businesses or veteran owned businesses Goal required, the Contractor is required to provide the following information monthly to the Department, on the form at **APPENDIX B: Contractor’s DBE, Small Business, and Veteran Owned Business Reporting Form**, regarding whether it utilized any DBE (as defined in 49 CFR Part 26), small business (as defined in 13, CRR Part 121) or veteran owned businesses, along with the following information:

- A. The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- B. A description of the work each DBE firm, small business or veteran owned business will perform; and
- C. The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

SECTION V MISCELLANEOUS:

ARTICLE #501 ORDER OF PRECEDENCE AND EXHIBIT AND APPENDIX INCLUSION:

The Parties acknowledge that any documents listed in this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein.

A. Order of Precedence:

In the event that there are inconsistencies between any of the terms in this Agreement, the following Order of Precedence shall prevail:

- 1. This Agreement.

2. Supplements to this Agreement.
3. Invitation to Bid (ITB)/Request for Quote (RFQ) Bid Form, as signed by GDOT (including attachments) (if and where applicable)
4. Purchase Order (PO)/Notice to Proceed (NTP) (if and where applicable).
5. PO Modifications (if and where applicable).
6. Any Addenda to the Request for Qualified Contractors (if applicable).
7. Request for Qualifications (if applicable).
8. Contractor's Bid.
9. Contractor's Statement of Qualifications.

B. Exhibits and Appendices:

This Agreement includes Exhibits and Appendices as listed below, which are hereto attached and incorporated herein by reference:

- | | |
|------------|---|
| EXHIBIT A | Range of Services from RFQC Document |
| APPENDIX A | Contractor Certification for Prompt Payment of Sub-Contractors |
| APPENDIX B | Contractor's DBE, Small Business, and Veteran Owned Business Reporting Form |

ARTICLE #502 ENTIRE AGREEMENT:

This Agreement, together with the Exhibits, Appendices and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Agreement. No other understanding, oral or written regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year above first written:

DEPARTMENT OF TRANSPORTATION

NAME

Commissioner

Signature:

Printed Name/Title

[Seal]

[Affix Corporate Seal Here]

ATTEST:

ATTEST:

Treasurer

Signature

Printed Name/Title

**EXHIBIT A
RANGE OF SERVICES**

Drainage Rehabilitation, Repair, Replacement, & Miscellaneous Maintenance Services

GENERAL RANGE OF WORK:

The scope of work may include one or more of the following services listed below, unless specifically excluded. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform pipe maintenance and replacement. This work includes furnishing and installing one or more of the following, including but not limited to; Pipe Replacement, Drainage Repair, Removal or Replacement of Drainage Structures/Manholes, Jack or Boring, Pipe Lining (Cure in Place; Slip Lining; Structural Sprayed-In-Lining; Fold & Formed), Curb and Gutter, Sidewalk, Slope Paving, Concrete Flumes, and Pipe/Culvert Cleaning Services.. The Contractor will be required to perform prep work, removal, installation and cleanup for Pipe Replacement. The majority of the work will occur on the Interstate and State Route system. The Contractor shall supply labor, equipment, tools, means of transportation, traffic control, and incidentals to perform work in accordance to specifications, and to ensure a safe work environment for employees and the traveling public within the time schedule specified. The Contractor in cooperation with GDOT is required to comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) Permit No. GAR041000 for Storm water Discharges Associated with Municipal Separate Storm Sewer Systems (MS4). Certain activities under this maintenance service contract contribute to and are reportable as MS4 Permit compliance efforts. MS-4 reporting may include providing map based software recorded in an ESRI Geodatabase for all work performed.

Responsibilities may also include stabilization activities such as, pipe and drainage undersealing, lifting, and stabilization, and base material.

PERSONNEL REQUIREMENTS:

Supervisor

The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under the Contract. The Supervisor/Foreman must speak English. The Supervisor/Foreman shall have a functional cellular phone on his person during duty/work hours.

Worksite Traffic Control Supervisor (WTCS)

The Contractor shall have a certified Traffic Control Supervisor on site at all times when work is being performed. The WTCS must speak English.

Crew

The Contractor shall at all times provide personnel and staffing levels able to perform all necessary installation, operation, and maintenance of traffic control and joint work in accordance with this solicitation. The personnel performing this work will be under the sole responsibility of the Contractor. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

- A.** Crewmembers shall possess a valid driver's license by the state in which they reside if they are designated to operate a motor vehicle. A copy of said driver's license must be submitted to the Engineer prior to a crew member's participation in this contract.
- B.** Crew personnel shall be outfitted and wear all required personal protective/safety equipment such as safety vests, gloves, goggles, and hard hats. Training personnel to safely and efficiently operate equipment, work on the right-of-way, and follow Contract requirements is the responsibility of the Contractor.
Crew Size: The Contractor shall have an adequate number of personnel on-site to perform all necessary operations as contemplated in this solicitation

GENERAL REQUIREMENTS

The Current GDOT Standard Specifications listed below are those that may be applicable to all work available to be performed under any future ITB. For convenience and easy access, the specifications can be viewed at <http://www.dot.ga.gov/PS/Business/Source>.

The specifications are subject to being revised at any time. Any changes 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 will govern.

TRAFFIC CONTROL AND SAFETY

- A. At a minimum, abide by the MUTCD, current edition, for traffic control guidance for Mobile Operation on Shoulder(s) and or Mobile Operation on Multilane Road(s). All traffic control is the responsibility of the Contractor.
- B. On Interstate roads, do not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the work is within twelve (12) feet of the travel-way, unless such areas are separated by at least a two (2) miles of distance.
- C. On Non-Interstate Divided highways, do not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the work is within (12) feet of the travel-way, unless such areas are separated by at least a two (2) miles of distance.
- D. The length of a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of a lane closure based on field conditions; however, the length of a work zone should be held to a minimum length required to accomplish the work.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.

CATEGORY SPECIFIC DEFINITIONS:

Side Drain – All driveway pipe (commercial, non-commercial, residential, utility, farm, logging, and mining).

General Provisions 101 through 150

Exclusions from General Provisions

The following Specifications from the “*Standard Specifications Construction of Transportation Systems*” are excluded from any MMSA or ITB, unless otherwise specifically required. .

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
- 102.09 Delivery of Proposals
- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste

- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Fencing, Barricades and Handrail Maintenance

GENERAL RANGE OF WORK:

The Department may identify any necessary fencing, barricade, handrail-ferrous metal and pipe or aluminum handrail installation; or any incidentals, related to these activities; repair and/or maintenance services needed, as a result of preventative and/or corrective maintenance, and notify Contractor. The contractor will provide, deliver, install and/or repair the requested types of fencing to be determined by future ITB/RFQs in accordance with all terms, conditions, and specifications contained herein.

Work under the resulting MSA and future ITBs will consist of, but not be limited to, any necessary furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Fencing, Barricades and Handrail Maintenance.

The Contractor shall be responsible for the Fencing , Barricades and Handrail Maintenance at GDOT properties, including but not limited to locations along state highways and interstate system throughout the State of Georgia.as identified by the State Maintenance Engineer or his designee in accordance with the State of Georgia Standard Specifications Construction of Transportation Systems, current Edition, Supplemental Specifications, the Project Special Provisions, Standard Drawings and Construction Details, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) as identified in the project specific scope of work as will be set forth in future ITBs.

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

Welding certification may be required for handrail work

CATEGORY SPECIFIC DEFINITIONS

American Traffic Safety Services Association (ATSSA) - <http://www.atssa.com/>

Barricades: This work includes furnishing, installing, and maintaining timber barricade.

Fencing: This work includes constructing and maintaining fence and gates, as per GDOT specifications or special provisions.

Handrail - Ferrous Metal and Pipe: This work consists of placing handrail and posts made of ferrous metal pipe. It shall include setting anchorages, preparing bearing areas, and painting or galvanizing the handrail.

Aluminum Handrail: This work consists of placing handrail and posts made of cast, rolled, or extruded aluminum or of combinations of these materials. It also includes setting anchorages and preparing bearing areas.

National Safety Council (NSC) - <http://www.nsc.org/pages/home.aspx>

WTCS (Worksite Traffic Control Supervisor) - as defined by American Traffic Safety Services Association (ATSSA) at <http://www.atssa.com/TrainingCertification/CourseInformation/TrafficControlSupervisorTCS.aspx>

Specification References	Activity Description	GDOT Specification Reference
Barricades		<i>Section 635</i> —Barricades
Fencing		<i>Section 643</i> —Fence
Handrail – Ferrous Metal and Pipe		<i>Section 515</i> —Handrail-Ferrous Metal and Pipe
Aluminum Handrail		<i>Section 516</i> —Aluminum Handrail

NOTE: Specification references are on GDOT’s Website – the Source - <http://www.dot.ga.gov/PartnerSmart/Business/Source>

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required. .

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
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- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
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- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
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- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment

- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste
- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Herbicide Application Services

GENERAL RANGE OF WORK:

The requirements of Routine Herbicide Application Services may 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 GDOT that the successful contractor shall manage and perform all routine herbicide application activities associated with roadways, bridges, drainage structures, roadside vegetation and aesthetics, traffic services, and as otherwise contained herein. The Contractor shall also be responsible for any traffic control, licenses, and permits required. The scope of work will include the management and performance of herbicide application activities, on centerline miles of interstate/limited access highways and centerline miles of non-interstate routes including all roadside areas around ramps, bridges, collector/distributor ramps and frontage roads, and all roadway appurtenances within the right of way throughout the State of Georgia.

Typical herbicide application activities are:

- 1) Broadcast Herbicide Applications onto roadside shoulders and medians
- 2) Low Volume Herbicide Applications on undesirable vegetation
- 3) Herbicide Applications for Invasive Species Control

All work by any Contractor shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the GDOT, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b).

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 - If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 - If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

Adjuvant: Material used in conjunction with herbicides to enhance performance and/or effectiveness.

Alternative Herbicides: Products that are not listed for use as herbicides in these Specifications.

Approval/Acceptance: Inspected and approved by the Engineer for compliance with the requirements of the Specifications included in this Contract.

Chemical Injection Spray Truck: Vehicle used to perform Broadcast Herbicide Applications.

Custom Blends: Combination of two or more herbicides and/or adjuvants in the same packaged container.

Engineer or his Designee: The Department's inspector, (hereafter referred to as the "Engineer").

Invasive Species: Non-native plants to the ecosystem of Georgia that are likely to impact native and desirable vegetation.

Mainline: The area(s) between interchanges on interstate, limited access routes, and state routes.

Pavement: A bituminous or concrete surface.

Shadow Vehicle: A vehicle used to buffer herbicide applications that may interfere with traffic.

Shoulder Mile: Incremental measurement used in this contract for bidding purposes and unit of measure for payment when performing Broadcast Herbicide Applications.

Skid Spray Unit: Sprayer used for Low Volume Herbicide Applications and as a nurse tank for filling backpack sprayers.

Undesirable Vegetation: All woody and herbaceous plants that may be growing in pavement or obstructing site distance or structures and is targeted for herbicide applications by the Engineer.

Vegetative Shoulder: The roadside areas within the R/W to be treated with herbicides adjacent to the pavement edge on the outside shoulder and median.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

1. Current and valid Georgia Department of Agriculture Commercial Pesticide Applicators License(s) with a Category 24 and Category 27 Endorsement
2. Valid Georgia Department of Agriculture Pesticide Contractors License

Additional Insurance Requirements

a) Environmental Impairment Liability (with 1 year extended reporting period):

(1) Each Occurrence	\$1,000,000
(2) Aggregate	\$2,000,000

Exclusions from General Provisions

The following Specifications from the “Standard Specifications Construction of Transportation Systems” are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
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- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
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- 109.06 Eliminated Items
- 109.07 Partial Payments
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- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Highway Mowing and Maintenance Service (Mowing Services)

<p>GENERAL RANGE OF WORK:</p> <p>The Contractor will furnish all labor, material, tools, equipment, and incidentals necessary to perform mowing services and complete additional litter removal 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 herein. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein. The Department has Seven (7) Districts with approximately 17,911 miles of right of way to maintain. It is anticipated that Invitations to Bid (ITB) for mowing services for the Department right of way will be issued per District. It will be necessary for a supplier to have multiple crews working simultaneously in order to meet the time requirements of each cycle.</p>
<p>TRAFFIC CONTROL AND SAFETY</p> <ul style="list-style-type: none"> • The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). • Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs. • <ol style="list-style-type: none"> 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control. 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor’s (WTCS) training is in accordance with MUTCD requirements. 3.
<p>PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS</p> <p>None</p>
<p>CATEGORY SPECIFIC DEFINITIONS</p> <p>Commercial Mowing – Non-residential mowing and trimming with equipment designed and built for constant heavy use in tough conditions, including roadside conditions.</p> <p>Georgia Roadside Management – iPhone app, available through the iPhone App Store.</p> <p>Mowing Complete - The accepted and approved mowed and trimmed Centerline Miles, including litter removal, within established mowing limits.</p> <p>Mowing Cycle: A Mowing Cycle consists of mowing complete the areas as designated in these Specifications one time. Complete a Mowing Cycle without interruption, within the time frames listed in the specifications and to the satisfaction of the Engineer.</p> <p>Mowing Limits: All areas that are mowable with tractor mowing equipment within the right of way that are on a 3:1 or flatter slope, and trimming in front of, behind, under, and around roadside obstacles, and trimming on all slopes at Interchanges and on slopes greater than or equal to 3:1 on the mainline.</p>
<p>Exclusions from General Provisions</p> <p>The following Specifications from the “Standard Specifications Construction of Transportation Systems” are excluded from any MMSA or ITB, unless otherwise specifically required.</p> <ul style="list-style-type: none"> • 102.01 Prequalification of Bidders • 102.03 Contents of Proposal Forms • 102.06 Preparation of Proposal • 102.08 Proposal Guaranty • 102.09 Delivery of Proposals

- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste
- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Bridge Maintenance and Repairs

GENERAL RANGE OF WORK

The range of work will include Bridge Maintenance and Repairs along interstate and state routes within the State of Georgia. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Bridge Maintenance and Repairs maintenance services.

PERSONNEL REQUIREMENTS:

Supervisor: The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under the Contract. The Supervisor/Foreman must speak English. The Supervisor/Foreman shall have a functional cellular phone on his person during duty/work hours.

Worksite Traffic Control Supervisor (WTCS): The Contractor shall have a certified Traffic Control Supervisor on site at all times when work is being performed. The WTCS must speak English.

Crew: The Contractor shall at all times provide personnel and staffing levels able to perform all necessary installation, operation, and maintenance of traffic control and joint work in accordance with this solicitation. The personnel performing this work will be under the sole responsibility of the Contractor. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

- Crewmembers shall possess a valid driver’s license by the state in which they reside if they are designated to operate a motor vehicle. A copy of said driver’s license must be submitted to the Engineer prior to a crew member’s participation in this contract.
- Crew personnel shall be outfitted and wear all required personal protective/safety equipment such as safety vests, gloves, goggles, and hard hats. Training personnel to safely and efficiently operate equipment, work on the right-of-way, and follow Contract requirements is the responsibility of the Contractor.

Crew Size: The Contractor shall have an adequate number of personnel on-site to perform all necessary operations as contemplated in this solicitation

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 4. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 5. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor’s (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS

None

CATEGORY SPECIFIC DEFINITIONS

None

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
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- 153 Field Engineers Office (Entire Section)

Landscaping Maintenance Services

GENERAL RANGE OF WORK:

The range of work will include the maintenance, operations, survival, quality, and condition of all facility grounds and their associated components, unless specifically excluded. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform landscape maintenance services.

The work may include but not limited to landscape ground maintenance such as: mowing, line trimming, edging, aerating, de-thatching, litter and debris removal, fertilizer and lime application, tree and shrub maintenance such as pruning and selective removal, weed and exotic pest plant removal, insect/disease control, herbicide application (pre and post emergence), watering, minor planting operations such as: bedding plants and a limited number of trees and shrubs, pressure cleaning, irrigation maintenance and repair, mulching, swale and inadequate drainage inspection, maintenance and minor repair, soil tests and site clean-up.

The landscape maintenance activities will also include the regular observation and maintenance of all landscape areas for minor erosion, inadequate drainage, sight and sign visibility problems, and unsatisfactory plantings that need removal.

All work by any Contractor shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of GDOT in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b).

TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- B. Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 - 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 - 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

Facility Grounds: Areas outside of building and within fenced property boundaries such as parking areas,

General Routine Maintenance Activities: Litter and debris removal; pest and disease control; edging; insect and fire ant control; chemical and hand weed control; exotic pest plant control; shrub and tree pruning and removal for health, safety, sight and signage visibility; fertilizing; swale and inadequate drainage inspection, maintenance and minor repair.

Georgia Roadside Management – iPhone app, available through the iPhone App Store

Mowing/Line Trimming Cycle: Mowing of lawn grasses to within a specified height using mowing, and line trimming equipment. Mowing consists of completely mowing, edging, miscellaneous mowing, and trimming the grounds of a facility in one day.

Mowable (turf) Areas: Include all turf areas within the facility grounds. All mowing shall conform to previously

established mowing limits. Additional maintenance activities include but are not limited to: Mowing; aeration and de-thatching of grass; soil test –lime application; weed control/herbicide application at signs and obstacles; line trimming; irrigation repairs; fertilizing trees.

Mowable/Natural Areas: Include existing tree masses under which most understory vegetation has been removed for safety, functional, or aesthetic purposes. Pine straw and/or natural leaf litter are allowed to accumulate beneath the tree mass area up to a four (4) inch depth. Additional maintenance activities include but are not limited to: Occasional line trimming and/or mowing; weed removal; and fertilizing small caliper trees.

Additional Insurance Requirements

a) Environmental Impairment Liability (with 1 year extended reporting period):	
(1) Each Occurrence	\$1,000,000
(2) Aggregate	\$2,000,000

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

- Current and valid Georgia Department of Agriculture Commercial Pesticide Applicators License(s) with a Category 24 and Category 27 Endorsement
- Valid Georgia Department of Agriculture Pesticide Contractors License

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required.

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- 107.23.C Borrow and Excess Material Pits
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- 153 Field Engineers Office (Entire Section)

Pavement Marking - Short Line Pavement Striping

GENERAL RANGE OF WORK:

The Contractor will be required to perform removal, installation, cleanup and prep work for the installation of short line pavement markings on Federal routes, Interstates, State routes and locally owned public roads within the State of Georgia. The majority of the work will occur on the Interstate and State Route system. All work and materials shall be in accordance with the provisions of any awarded ITB/RFQ, the State of Georgia Standard Specifications Construction of Transportation Systems, 2001 Edition, Supplemental Specifications, the Project Special Provisions, Standard Drawings and Construction Details, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) as noted in future ITBs/RFQs. The Contractor shall be responsible for the short line highway pavement markings as identified by the GDOT State Maintenance Engineer, or his designee, along the State Highways and Interstates throughout the State of Georgia. Work under future ITB/RFQ consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the Work.

The work shall include setup, traffic control, preparation and installation of joint materials at bridge structures.

TRAFFIC CONTROL AND SAFETY

- A.** The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- B.** Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 - 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 - 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

None

CATEGORY SPECIFIC DEFINITIONS

None

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
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- 109.05 Extra Work
- 109.06 Eliminated Items
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- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Pavement Preservation Maintenance Services

GENERAL RANGE OF WORK:

The range of work may include one or more of the following services listed below, unless specifically excluded. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Pavement Preservation and Maintenance Services. Contractors are responsible for any traffic control, licenses, and permits required satisfying the duties required.

All work by a Contractor must be performed in accordance with the established customs, practices, and procedures of the Department. It may be necessary for a Contractor to have multiple crews working simultaneously in order to meet the time requirements of each project. Applicants will be given the opportunity to qualify for one or more services listed below and for one or more GDOT Districts.

1. Crack Seals & Filling (Per Lane Mile)
2. Surface Treatments/ Chip Seals/Strip Seal (Single /Multiple Course) (Per Square Yard)
3. Fog Seal/Seal Coats (Per Square Yard)
4. Scrub Seal (Per Square Yard)
5. Micro/Slurry Seal (Single /Multiple Course) (Per Square Yard)
6. Micro-surfacing (Single /Multiple Course) (Per Square Yard)
7. Shoulder Paving/Widening (Per Ton)
8. Hot-Mix Spot Patching Overlays (Thin Lift) (Per Ton)
9. Hot-Mix Spot Mill & In-Lay (Per Ton)
10. Pothole Patching and Repair - Cold-Mix Asphalt Repair (Pound)
11. Temporary Edge Rut Repair (Per Ton)
12. Permanent Edge Rut Repair (Ton)
13. Spray Injection Patching / Mastic Patching (Pound)
14. Hot-Mix Pavement Patching (Deep Base Patching) (Ton)
15. White-Topping (Full Depth – Thin – Ultra Thin) (Per Square Yard)
16. Roto-Milling (Per Square Yard)
17. Micro-Milling

All work by any Contractor shall be performed in a manner satisfactory to the Department and in accordance with the established customs, practices, and procedures of GDOT in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b).

These activities will occur within the limits of the right of way and easement areas of the interstates and state routes, at GDOT properties, including but not limited to welcome centers, rest areas and GDOT locations along state highways and interstate system throughout the State of Georgia.

Responsibilities may also include highway stabilization activities such as, undersealing, slab lifting, and stabilization of Portland cement concrete pavement, concrete bridge approaches and approach slabs, and base material. Also included may be Bituminous Asphaltic Stabilization.

TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- B. Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.

1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

American Traffic Safety Services Association (ATSSA) - <http://www.atssa.com/>

Chip Seal: This activity includes sealing roadways with one or more applications of stone and liquid asphalt and can be performed on one lane width or less.

Cold Mix Asphalt Patching: This activity includes TEMPORARILY patching small areas of bituminous roadway and shoulder surface with cold premixed bituminous material. These areas may include: Potholes, Edge Failures, Concrete Spalls, Bridge Decks, Other potential surface hazards (such as raveling)

Crack Filling/Sealing: This activity includes sealing and filling cracks in asphalt pavements with a liquid asphalt to prevent water from entering the pavement and into the base or subgrade.

Deep Patching/Base Repair: This activity includes removing and replacing failed bituminous roadway and shoulder areas, including base material.

Fog Seal: This activity includes sealing/rejuvenating bituminous roadway and shoulder surfaces full width or less with one or more applications of hot liquid asphalt emulsion.

Hot Mix Pavement Patching: This activity includes hand patching of small areas of bituminous roadway and shoulder surface with hot mix asphalt or hot liquid asphalt and aggregate. These areas may include: Abrupt Depressions, Potholes, Edge distress, or other potential surface hazards (such as raveling and spalling)

Hot Mix Spot Overlays/Mill & Inlay: This activity includes the resurfacing and or leveling of roadways, streets, etc. Also any leveling performed in conjunction with the resurfacing under this activity.

National Safety Council (NSC) - <http://www.nsc.org/pages/home.aspx>

Permanent Edge Rut Repair: This activity includes placing hot mix asphalt material along the edge of the pavement to permanently fill ruts and drop-offs in unpaved shoulders.

Roto Milling: This activity includes restoring the riding surface or good drainage characteristics of bituminous pavements by cold planning to eliminate these types of deficiencies: Wheel Path Rutting, Flat Pavements, Rippled or shoved pavement, Build up in curb and gutter sections, etc.

Scrub Seal: This activity includes sealing roadways with one or more applications of liquid asphalt, broomed and at least one application of stone, which can be performed on one lane width or less.

Shoulder Joint Sealing: This activity includes cleaning and sealing the shoulder joints between the Portland Cement Concrete pavement and the asphalt shoulder with shoulder joint sealant to prevent water from entering the pavement.

Shoulder Paving/Widening: This activity includes the placement of 2 foot to 4 foot road widening or shoulder paving utilizing plant mix asphalt to widen existing travel lanes when less than standard or to provide paved shoulders.

Slurry/Micro Sealing: This activity includes sealing roadways with one or more application of a slurry made of fine aggregates, liquid asphalt, and cement, lime or other materials as defined by the specifications.

Spray Injection Patching / Mastic Patching: This activity includes utilization of a spray patcher to fill potholes and seal large cracks in the road. Or for the use of placing mastic patching material to fill large cracks that need to be sealed and filled based on size and depth.

Strip Sealing: This activity includes stripping bituminous roadway and shoulder surfaces with one or more

applications of hot liquid asphalt and aggregate. Stripping can be performed on one lane width or less.

Temporary Edge Rut Repair: This activity includes placing material along the edge of the pavement to temporarily fill ruts and drop-offs in unpaved shoulders.

White-Topping: This activity includes the placement of ultra-thin, thin, and full depth white-topping.

WTCS (Worksite Traffic Control Supervisor) - as defined by American Traffic Safety Services Association (ATSSA) at <http://www.atssa.com/TrainingCertification/CourseInformation/TrafficControlSupervisorTCS.aspx>

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.

GDOT, STANDARD SPECIFICATIONS

All specification references are listed on GDOT's Website, "The Source", <http://www.dot.ga.gov/PS/Business/Source>

Activity Description	GDOT Specification Reference
Crack Seals & Filling/Shoulder Joint Sealing	<u>Section 407</u> - Asphalt-Rubber Joint and Crack Seal
Surface Treatments/ Chip Seals/ Strip Seals (Single/Multiple Course)	<u>Section 404</u> - Paver-Laid Surface Treatment;
	<u>Section 424</u> - Bituminous Surface Treatment
Fog Seal/Seal Coats	<u>Section 427</u> - Emulsified Asphalt Slurry Seal
Scrub Seal	<u>Section 420</u> – Scrub Seal
Micro/Slurry Seal (Single/Multiple Course)	<u>Section 427</u> - Emulsified Asphalt Slurry Seal
	<u>Section 428</u> - Micro Surfacing
Shoulder Paving/Widening	<u>Section 400</u> - Hot Mix Asphaltic Concrete Construction
Hot-Mix Overlays (Thin Lift) & Permanent Edge Rut Repair	<u>Section 400</u> - Hot Mix Asphaltic Concrete Construction
	<u>Section 402</u> - Hot Mix Recycled Asphaltic Concrete
	<u>Section 413</u> - Bituminous Tack Coat
	<u>Section 411</u> - Asphaltic Concrete Pavement, Partial Removal
Pothole Patching and Repair - Cold-Mix Asphalt Repair	<u>Section 401</u> - Cold Mix for Patching
	<u>Section 402</u> - Hot Mix Recycled Asphaltic Concrete
Spray Injection Patching/Mastic Patching	<u>Section 827</u> - Pavement Patching Mastic
Hot-Mix Asphalt (Deep Base Patching)	<u>Section 400</u> - Hot Mix Asphaltic Concrete Construction
Patching with Slurry or Micro-surfacing Material	Section 427 - Emulsified Asphalt Slurry Seal/Section 428— Micro Surfacing

Exclusions from General Provisions

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Concrete and Portland Cement Concrete (PCC) Pavement Maintenance Services

GENERAL RANGE OF WORK

The Contractor shall be responsible for the Portland Cement Concrete (PCC) Pavement, Portland Cement Concrete Sub base, Grind Concrete Pavement, Portland Cement Concrete End Dams and Patches (including Rapid Setting), Precast Concrete Header Curb, Plain Portland Cement Concrete Shoulders, Miscellaneous Concrete, Roller Compacted Concrete Pavement, Sawed Joints in Existing Pavements, Waterproofing Pavement Joints and Cracks, Pressure Grouting Portland Cement Concrete Pavement, Patching Portland Cement Concrete Pavement (Spall Repair), Full Depth Slab Replacement, Portland Cement Concrete Whitetopping, Flowable Fill, Concrete Barrier Placement and Repair, Pneumatically Applied Concrete, Concrete Glare Screen, Blast Cleaning Portland Cement Concrete Structures and Concrete Joint Sealing within the limits of the right of way and easement areas of the interstates and state routes, at GDOT properties, including but not limited to welcome centers, rest areas and GDOT locations along state highways and interstate system throughout the State of Georgia.

Responsibilities may also include highway stabilization activities such as, undersealing, slab lifting, and stabilization of Portland cement concrete pavement, concrete bridge approaches and approach slabs, and base material.

The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform the activities above. Suppliers are responsible for any traffic control, licenses, and permits required satisfying the duties required.

All work by a supplier must be performed in accordance with the established customs, practices, and procedures of the Department. It may be necessary for a supplier to have multiple crews working simultaneously in order to meet the time requirements of each project.

1. Portland Cement Concrete Sub base
2. Portland Cement Concrete (PCC) Pavement
3. Grind Concrete Pavement,
4. Portland Cement Concrete End Dams and Patches (including Rapid Setting),
5. Precast Concrete Header Curb,
6. Plain Portland Cement Concrete Shoulders,
7. Miscellaneous Concrete,
8. Roller Compacted Concrete Pavement,
9. Sawed Joints in Existing Pavements,
10. Waterproofing Pavement Joints and Cracks,
11. Pressure Grouting Portland Cement Concrete Pavement,
12. Patching Portland Cement Concrete Pavement (Spall Repair),
13. Full Depth Slab Replacement
14. Portland Cement Concrete Whitetopping
15. Sealing Roadway and Bridge Joints and Cracks
16. Flowable Fill
17. Concrete Barrier Placement and Repair
18. Pneumatically Applied Concrete
19. Concrete Glare Screen
20. Blast Cleaning Portland Cement Concrete Structures

The Contractor shall maintain traffic during the prosecution of the Work and provide, install, and maintain all traffic control devices in accordance with the approved Traffic Control Plan, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

GENERAL REQUIREMENTS

The 2013 GDOT Standard Specifications listed below are those that may be applicable to all work available to be performed under any future ITB. For convenience and easy access, the specifications can be viewed at <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf> .

The specifications are subject to being revised at any time. Any changes 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 will govern.

<http://www.dot.ga.gov/PartnerSmart/Business/Source/Pages/Specifications.aspx>

Specification References Activity Description	GDOT Specification Reference
Portland Cement Concrete Sub base	<u>Section 326</u> —Portland Cement Concrete Sub-base
Portland Cement Concrete (PCC) Pavement & (Special)	<u>Section 430 & 439</u> —Portland Cement Concrete Pavement & (Special)
Grind Concrete Pavement	<u>Section 431</u> —Grind Concrete Pavement
Portland Cement Concrete End Dams and Patches (including Rapid Setting)	<u>Section 435 & 448</u> —Rapid Setting Cement Concrete End Dams and Patches
Precast Concrete Header Curb	<u>Section 438</u> —Precast Concrete Header Curb
Plain Portland Cement Concrete Shoulders	<u>Section 440</u> —Plain Portland Cement Concrete Shoulders
Miscellaneous Concrete	<u>Section 441</u> —Miscellaneous Concrete
Roller Compacted Concrete Pavement	<u>Section 442</u> —Roller Compacted Concrete Pavement
Sawed Joints in Existing Pavement	<u>Section 444</u> —Sawed Joints in Existing Pavements,
Waterproofing Pavement Joints and Cracks	<u>Section 445</u> —Waterproofing Pavement Joints and Cracks
Pressure Grouting Portland Cement Concrete Pavement	<u>Section 450</u> —Pressure Grouting Portland Cement Concrete Pavement
Patching Portland Cement Concrete Pavement (Spall Repair)	<u>Section 451</u> —Patching Portland Cement Concrete Pavement (Spall Repair)
Full Depth Slab Replacement	<u>Section 452</u> —Full Depth Slab Replacement
Portland Cement Concrete Whitetopping	<u>Section 453</u> —Portland Cement Concrete Whitetopping
Sealing Roadway and Bridge Joints and Cracks	<u>Section 461</u> —Sealing Roadway and Bridge Joints and Cracks
Flowable Fill	<u>Section 600</u> —Controlled Low Strength Flowable Fill
Concrete Barrier Placement and Repair	<u>Section 621</u> —Concrete Barrier
Pneumatically Applied Concrete	<u>Section 623</u> —Pneumatically Applied Concrete
Concrete Glare Screen	<u>Section 649</u> —Concrete Glare Screen
Blast Cleaning Portland Cement Concrete Structures	<u>Section 685</u> —Blast Cleaning Portland Cement Concrete Structures

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 - 3. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 - 4. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor’s (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

None

CATEGORY SPECIFIC DEFINITIONS

Blast Cleaning Portland Cement Concrete Structures - This work includes blast cleaning Portland cement concrete surfaces and removing blasting residue from roadway and shoulder surfaces.

Concrete Barrier Placement and Repair - This work includes constructing Portland Cement concrete barriers.

Concrete Glare Screen - This work includes erecting a Portland cement concrete glare screen on top of a concrete median barrier.

Flowable Fill - This work consists of furnishing and placing ready-mixed or volumetric mixed Flowable Fill as an alternate to compacted soil.

Full Depth Slab Replacement - This work includes replacing Portland cement concrete pavement slabs, full or partial length.

Grind Concrete Pavement - This work includes grinding existing Portland cement concrete pavement to eliminate joint faulting or to restore proper drainage and riding characteristics to the pavement surface.

Miscellaneous Concrete - This work includes placing Portland cement concrete as follows: slope paving on end rolls, cut slopes, paved ditches, spillways, and ditch slopes; median pavement; sidewalks; concrete curbs, gutters, curb and gutters, valley gutters; non-reinforced headwalls; velocity dissipaters and concrete slope drains; as concrete spillways; curb cut wheel chair ramps; at other locations designated on the plans or as directed

This work includes subgrade preparations including: fine grading and backfilling; forming, furnishing, placing, and finishing concrete; constructing weep holes and furnishing and placing the coarse aggregate; furnishing and placing preformed joint fillers; placing driveway concrete.

Patching Portland Cement Concrete Pavement (Spall Repair) - This work includes partial depth patching of spalls and potholes in Portland cement concrete pavement by removing the broken, damaged, or disintegrated concrete pavement. This work also includes removing asphaltic concrete patches from spalled or damaged areas of the pavement surfaces and patching them with approved patching materials

Plain Portland Cement Concrete Shoulders - The work includes constructing plain Portland cement concrete shoulders on a prepared subgrade or subbase.

Pneumatically Applied Concrete - This item includes manufacturing and pneumatically placing concrete.

Portland Cement Concrete (PCC) Pavement Rehabilitation - This work includes constructing pavement composed of Portland cement concrete, with or without reinforcement as specified on a prepared subgrade or subbase course.

Portland Cement Concrete End Dams and Patches (including Rapid Setting) - This work includes constructing bridge joint end dams and partial or full depth patches in concrete structures.

Portland Cement Concrete Sub base - This work includes constructing a subbase composed of a mixture of Portland cement and graded aggregate, or Portland cement, aggregate, and sand.

Precast Concrete Header Curb - This work includes furnishing and installing precast concrete header curb.

Pressure Grouting Portland Cement Concrete Pavement - This work includes pumping a slurry type grout mixture through holes drilled in the pavement into voids underneath the slabs to stabilize and underseal Portland cement concrete pavement.

Sawed Joints in Existing Pavement - This work includes sawing joints in existing Portland cement concrete pavements such as roadway pavements, intersections, driveways, parking areas, and sidewalks when removing existing pavements

Sealing Roadway and Bridge Joints and Cracks - This work includes removing the existing sealant material (if applicable), cleaning the joint, and installing silicone sealant in the roadway joints.

Waterproofing Pavement Joints and Cracks - This work includes waterproofing joints and cracks in the pavement by cleaning the existing surface and placing a membrane over joints and random cracks

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
- 102.09 Delivery of Proposals
- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste
- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items

- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Sound Barrier, Visual Barrier and Various Wall Maintenance

GENERAL RANGE OF WORK:

The range of work may include one or more of the following services listed below, unless specifically excluded. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Sound Barrier, Visual Barrier and Various Wall Maintenance. The work may include but is not limited to:

2. Sound Barrier
3. Visual Barrier
4. Crib Lock Retaining Wall
5. Permanent Anchored Walls
6. Permanent Anchored Tie-Down Wall
7. Permanent Anchored Slurry Diaphragm Wall
8. Mechanically Stabilized Embankment Retaining & (Contractor Design)
9. Permanent Soil Nailed Wall
10. Modular Block Retaining Wall System

Suppliers are responsible for any traffic control, licenses, and permits required satisfying the duties required. All work by a supplier must be performed in accordance with the established customs, practices, and procedures of the Department. It may be necessary for a supplier to have multiple crews working simultaneously in order to meet the time requirements of each project. A supplier will be given the opportunity to qualify to bid on one or more Sound Barrier, Visual Barrier and Various Wall Maintenance activities listed above.

All work by any Contractor shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of GDOT in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The Supplier shall maintain traffic during the performance 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).

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 5. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 6. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

1. Current certification (by ATTSSA or National Safety Council),
2. Certified Worksite Traffic Control Supervisor (WTCS)

CATEGORY SPECIFIC DEFINITIONS

Crib Lock Retaining Wall: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a crib lock retaining wall.

Mechanically Stabilized Embankment Retaining Walls: This Specification covers the required materials, fabrication, construction, measurement, and payment for maintenance of mechanically stabilized embankment retaining walls.

Modular Block Retaining Wall System: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a modular block retaining wall system.

Permanent Anchored Slurry Diaphragm Wall: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a permanent anchored slurry diaphragm wall.

Permanent Anchored Tie-Down Wall: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a permanent anchored tie-down wall.

Permanent Anchored Walls: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a permanent anchored wall.

Permanent Soil Nailed Wall: This work includes furnishing materials, labor, tools, equipment, and other incidental items to maintain a permanent soil nailed wall.

Sound Barriers: This work includes furnishing and maintaining a sound barrier.

Visual Barriers: This work includes furnishing and maintaining a visual barrier.

GENERAL REQUIREMENTS

The 2013 GDOT Standard Specifications listed below are those that may be applicable to all work available to be performed under any future ITB. For convenience and easy access, the specifications can be viewed at <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>.

The specifications are subject to being revised at any time. Any changes 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 will govern.

<http://www.dot.ga.gov/PartnerSmart/Business/Source/Pages/Specifications.aspx>

Specification References Activity Description	GDOT Specification Reference
Sound Barrier	<u>Section 624</u> —Sound Barriers
Visual Barrier	<u>Section 625</u> —Visual Barrier
Crib Lock Retaining Wall	<u>Section 601</u> —Criblock Retaining Wall
Permanent Anchored Walls	<u>Section 617</u> —Permanent Anchored Walls
Permanent Anchored Tie-Down Wall	<u>Section 618</u> —Permanent Anchored Tie-Down Wall
Permanent Anchored Slurry Diaphragm Wall	<u>Section 619</u> —Permanent Anchored Slurry Diaphragm Wall
Mechanically Stabilized Embankment Retaining	<u>Section 626 & (627)</u> —Mechanically Stabilized Embankment Retaining Walls & (Contractor Design)
Permanent Soil Nailed Wall	<u>Section 628</u> —Permanent Soil Nailed Wall
Modular Block Retaining Wall System	<u>Section 630</u> —Modular Block Retaining Wall System

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required

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

Sweeping and Storm Drain Cleaning

GENERAL SCOPE OF WORK

The scope of work will include Sweeping and Storm Drain Cleaning along interstate and state routes within the State of Georgia. Future ITB's may include mechanical sweeping of highway shoulders and bridge decks. They may also include cleaning of drains on shoulders, medians, ramps, and bridges. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Sweeping and Storm Drain Cleaning services. The Contractor in cooperation with GDOT is required to comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) Permit No. GAR041000 for Storm water Discharges Associated with Municipal Separate Storm Sewer Systems (MS4). Certain activities under this maintenance service contract contribute to and are reportable as MS4 Permit compliance efforts. MS-4 reporting may include providing map based software recorded in an ESRI Geodatabase for all work performed.

PERSONNEL REQUIREMENTS

Supervisor: The Contractor shall have a competent and experienced Supervisor/Foreman on duty at all times when work is being performed under the Contract. The Supervisor/Foreman must speak English. The Supervisor/Foreman shall have a functional cellular phone on his person during duty/work hours.

Worksite Traffic Control Supervisor (WTCS): The Contractor shall have a certified Traffic Control Supervisor on site at all times when work is being performed. The WTCS must speak English.

Crew: The Contractor shall at all times provide personnel and staffing levels able to perform all necessary installation, operation, and maintenance of traffic control and joint work in accordance with this solicitation. The personnel performing this work will be under the sole responsibility of the Contractor. The Crew shall be able to communicate with the Supervisor/Foreman at all times while performing work.

1. Crew members shall possess a valid driver's license by the state in which they reside if they are designated to operate a motor vehicle. A copy of driver's license must be submitted to the Engineer prior to a crew member's participation in this contract.
2. Crew personnel shall be outfitted and wear all required personal protective/safety equipment such as safety vests, gloves, goggles, and hard hats. Training personnel to safely and efficiently operate equipment, work on the right-of-way, and follow Contract requirements is the responsibility of the Contractor.

Crew Size: The Contractor shall have an adequate number of personnel on-site to perform all necessary operations as contemplated in this solicitation.

TRAFFIC CONTROL AND SAFETY

A. The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

B. Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.

1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS

None

CATEGORY SPECIFIC DEFINITIONS

None

Exclusions from General Provisions

The following Specifications from the “**Standard Specifications Construction of Transportation Systems**” are excluded from any MMSA or ITB, unless otherwise specifically required.

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

Traffic Signal and Device Maintenance

GENERAL RANGE OF WORK

The range of work may include one or more of the following services listed below, unless specifically excluded. The maintenance consists of furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform Traffic Signal and Device Maintenance Services. Contractors are responsible for any traffic control, licenses, and permits required satisfying the duties required.

All work by a Contractor must be performed in accordance with the established customs, practices, and procedures of the Department. It may be necessary for a Contractor to have multiple crews working simultaneously in order to meet the time requirements of each project. Applicants will be given the opportunity to qualify for one or more services listed below. Additional information listed below may be found in GDOT Specs at <http://www.dot.ga.gov/doingbusiness/TheSource/>.

610 - Removal of Miscellaneous Roadway Items	615 - Jacking or Boring Pipe
621 - Concrete Barrier	631 - Permanent Changeable Message Signs
634 - Monuments and Road Markers	636 - Highway Signs
637 - Illuminated Sign System	638 - Structural Supports for Overhead Signs
639 - Strain Poles for Overhead Sign and Sign Assemblies	647 - Traffic Signal Installation
682 - Electrical Wire, Cable & Conduit	925 - Traffic Signal Equipment
926 - Wireless Communications Equipment	935 - Fiber Optic System
936 - Closed Circuit Television (CCTV)	937 - Detection Systems
939 Communication and Electronic Equipment	

The scope of work under this contract will be comprised of the following tasks:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Batteries for Battery Backup System Repair • Batteries for Battery Backup System • Blank Out Sign Repair • Emergency Work Order • Grounding (repair) • Jacking or Boring • Outside Plant Fiber Optic Repair • Overhead Signs Repair • Pedestrian Signal Indications Repair • Preventative Maintenance – Ground • Video Detection System Assembly Installation & Repair • Signal Conductor Wire Repair • Traffic Controller Cabinet Repair • Traffic Signal Poles Repair • Vehicle Detection Repair • Pull Box Repair | <ul style="list-style-type: none"> • Battery Backup System Repair • Battery Backup System Repair • Conduit Repair • Fusion Splice Repair • Installation Services (Labor Only) • LED Indications in Signal Heads Repair • Outside Plant Fiber Optic Replace • Pedestrian Assemblies Repair • Power Connection Repair • Preventative Maintenance – Aerial • Reattaching Signal Conductor Wire, Loop Lead in or Interconnect • Splice Closure Repair • Traffic Signal Poles Removal • Transceivers Repair • Vehicle Signal Heads Repair • Wireless Communication Installation & Repair |
|---|---|

TRAFFIC CONTROL AND SAFETY

- The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 7. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 8. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

As listed in GDOT Specifications (<http://www.dot.ga.gov/doingbusiness/TheSource/>)

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

Preferred IMSA II certified for technicians.

Exclusions from General Provisions

The following Specifications from the "**Standard Specifications Construction of Transportation Systems**" are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
- 102.09 Delivery of Proposals
- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste

- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Tree Cutting, Pruning, and Removal Services

GENERAL RANGE OF WORK:

The Contractor shall be required to, but not be limited to, the following: furnishing all labor, materials, tools, equipment, means of transportation, and incidentals necessary to perform tree cutting, pruning and removal operations on dead, diseased, and hazard trees, in accordance with the project specific scope of work as will be set forth in future ITBs.

- (1) **Tree Cutting:** Cut a tree or trees as specified in the future ITB. Cut 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, GDOT personnel, the traveling public, surrounding structures and vegetation on and off the R/W. If trees to be cut pose a safety concern, the Department will direct the Contractor to de-limb and/or cut the tree(s) in sections prior to making final ground level flush cut.
- (2) **Pruning:** Prune limbs of trees as specified in the future ITB. Prune limbs in accordance and compliance with the current ANSI A300 Standards. At a minimum when pruning, remove limb(s) cut back to the next lateral branch or trunk of tree. Do not leave stubs or injure the branch collar.
- (3) **Removal:** Upon completion of tree cutting and/or pruning, remove all debris from the right of way and at the end 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 will be in accordance with local and state laws, and any cost incurred for disposal will be the responsibility of the Contractor.
- (4) **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 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.
- (5) **Miscellaneous Provisions:** GDOT personnel will designate any tree(s) to be cut, pruned and removed by the Qualified Maintenance 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.

TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- B. Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

Debris – Material associated with the tree cutting and pruning operation including stems, branches, bark, leaves, etc.

Georgia Roadside Management – iPhone app, available through the iPhone App Store.

Pruning – Cutting of tree limbs or branches.

Removal – Removing of all debris from the GDOT right of way associated with tree cutting and/or pruning

operations.

Tree Cutting – Cutting tree(s) with equipment designed and built for constant heavy use in tough conditions, including roadside conditions.

Additional Insurance Requirements

a) Environmental Impairment Liability (with 1 year extended reporting period):

(1) Each Occurrence	\$1,000,000
(2) Aggregate	\$2,000,000

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

1. Applicant's, Applicant's staff or Applicant's subcontractor must have subcontractor Georgia Department of Agriculture Pesticide Applicators License(s) with a Category 27-Right of Way Endorsement for persons performing work
2. Applicant's, Applicant's staff, or Applicant's subcontractor current and valid ISA Certified Arborist credential
3. Applicant's, Applicant's staff or Applicant's subcontractor must possess Georgia Department of Agriculture *Pesticide Contractors License*

Exclusions from General Provisions

The following Specifications from the "***Standard Specifications Construction of Transportation Systems***" are excluded from any MMSA or ITB, unless otherwise specifically required.

- 102.01 Prequalification of Bidders
- 102.03 Contents of Proposal Forms
- 102.06 Preparation of Proposal
- 102.08 Proposal Guaranty
- 102.09 Delivery of Proposals
- 102.10 Withdrawal or Revision of Proposal
- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
- 107.16 Opening Sections of Project to Traffic
- 107.17 Contractors Responsibility for the Work
- 107.18 Acquisition of Right-of-Way
- 107.22 Hazardous and/or Toxic Waste
- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed

- 108.07 Determination of Contract Time
- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

Vegetation Removal Services

GENERAL RANGE OF WORK:

Requirements consist 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.

TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall 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, the Project Special Provision Section 150 Traffic Control, Georgia Department of Transportation State of Georgia Standard Specifications for Construction of Transportation Systems, current edition, Supplemental Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).
- B. Certification may be required for all WTCS (Worksite Traffic Control Supervisor) as detailed by the American Traffic Safety Services Association (ATSSA) or the National Safety Council (NSC) for any complex project as defined in future ITBs.
 1. If required in future ITBs, Contractor shall provide an experienced and certified Worksite Traffic Control Supervisor as provided in Special Provision, Section 150 – Traffic Control.
 2. If required in future ITBs, Contractor shall submit certifications that the Worksite Traffic Control Supervisor's (WTCS) training is in accordance with MUTCD requirements.

CATEGORY SPECIFIC DEFINITIONS

Debris – Material associated with the vegetation removal operations including trees, shrubs, bushes, stems, branches, brush, bark, leaves, stump grindings, mulch and saw dust piles, etc. and litter consisting of paper, boxes, bottles, cans, tires, recaps, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, dead animals, memorials, and other items not considered normal to the right of way, etc. It is not intended for small objects such as cigarette butts, chewing gum wrappers and similar sized items to be removed under this work.

Georgia Roadside Management – iPhone app, available through the iPhone App Store

Pruning – Cutting of tree limbs or branches.

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.

Removal – Removing of all debris from the GDOT right of way associated with tree cutting and/or pruning operations.

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.

Tree Cutting – Cutting tree(s) with equipment designed and built for constant heavy use in tough conditions, including roadside conditions.

Vegetation Removal- consists of random clearing, side trimming, herbicide applications and debris removal operations.

Additional Insurance Requirements

a) Environmental Impairment Liability (with 1 year extended reporting period):	
(1) Each Occurrence	\$1,000,000
(2) Aggregate	\$2,000,000

PROFESSIONAL REGISTRATION, CERTIFICATION, EDUCATION AND/OR QUALIFICATIONS:

1. Applicant's, Applicant's staff or Applicant's subcontractor must have subcontractor Georgia Department of Agriculture Pesticide Applicators License(s) with a Category 27-Right of Way Endorsement for persons performing work
2. Applicant's, Applicant's staff, or Applicant's subcontractor current and valid *ISA Certified Arborist credential*
3. Applicant's, Applicant's staff or Applicant's subcontractor must possess Georgia Department of Agriculture *Pesticide Contractors License*

Exclusions from General Provisions

The following Specifications from the "***Standard Specifications Construction of Transportation Systems***" are excluded from any MMSA or ITB, unless otherwise specifically required.

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- 102.11 Public Bid
- 102.15 Submittal of Georgia Security and Immigration Compliance Act Affidavit
- 102.16 Submittal of Request for Liability
- 102.17 Submittal of Certificate of Current Capacity and Status of Contracts on Hand
- 102.18 Submittal of Construction Contractors Bid Opportunity List
- Section 103 Award and Execution of Contract (Entire Section)
- 104.03 Alteration of Plans or Character of Work
- 104.05 Maintenance During Construction
- 104.08 Value Engineering Proposals
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Plans and Specifications
- 105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions
- 105.13 Claims for adjustments and Disputes
- 105.16 Final Inspection and Acceptance
- 106.03.A Testing and acceptance Plans
- 106.10 Local Material Sources
- 106.11 Field Laboratory
- 106.13 Out of State Materials Payment
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- 107.23.C Borrow and Excess Material Pits
- 108.02 Notice to Proceed
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- 109.05 Extra Work
- 109.06 Eliminated Items
- 109.07 Partial Payments
- 148 Pilot Vehicles (Entire Section)
- 149 Construction Layout (Entire Section)
- 152 Field Laboratory Building (Entire Section)
- 153 Field Engineers Office (Entire Section)

APPENDIX A

CONTRACTOR CERTIFICATION FOR PROMPT PAYMENT OF SUB-CONTRACTORS

Along with each invoice / request for progress payments, the Contractor shall furnish the following certification, or payment will not be made.

I hereby certify, to the best of my knowledge and belief, that:

- A. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the PO, ITB, and Agreement;
- B. All payments due to sub-contractor(s) for satisfactory performance of their contract from previous payments received under the PO, ITB, and Agreement between the Department and the Contractor have been made, and it is agreed that payments will be made within ten (10) calendar days from the proceeds of the payment covered by this certification to the sub-contractor(s).
- C. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a sub-contractor in accordance with the terms and conditions of the subcontract; and
- D. This certification is not to be construed as final acceptance of a sub-contractor's performance.

(Company Name)

(Signature of Company Representative)

(Print or Type Name and Title of Company Representative)

(Date)

