



**INVITATION TO BID NO: 20-026**

**Xpress Cumming Park and Ride Lot Repair Services**

**Instructions to Bidders:**

All spaces below, as well as the documents referenced in Section 2.26 are to be filled in with signatures supplied where indicated. Failure to sign bid may render your bid invalid.

**BID OF:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

**SUBMIT BID TO:**

STATE ROAD AND TOLLWAY AUTHORITY

Gary Thomason, Issuing Officer

245 Peachtree Center Avenue, NE

Suite 2200

Atlanta, Georgia 30303

**Bids Due and Open: September 3, 2019 2:00 PM, Local Time (Atlanta, GA)**

**Schedule of Events**

Release ITB	August 1, 2019
Deadline for Bidders' Written Questions	August 15, 2019 2PM EST
SRTA Responses to Written Questions	August 20, 2019
Bid Due Date & Opening	September 3, 2019, 2 PM EST
Notice of Intent to Award	September 10, 2019*
Notice of Contract Award	September 19, 2019*

\*Subject to change without notification

## Table of Contents

1	INFORMATION FOR BIDDERS .....	4
1.1	Purpose of Procurement .....	4
1.2	SRTA Background .....	4
1.3	ITB Schedule .....	5
1.4	Restriction on Communications with SRTA.....	5
1.5	SRTA Contact Information.....	5
2	ITB TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS.....	5
2.1	Deadline for Submission of Bids/Late Bids.....	5
2.2	Format and Submission of Bids.....	5
2.3	Location for Submission of Bids/Methods of Delivery.....	6
2.4	Questions.....	6
2.5	Amendments to the ITB (Addenda) .....	7
2.6	Confidential/Proprietary Information.....	7
2.7	Modification and Withdrawal of Bids .....	8
2.8	Single Response to ITB .....	9
2.9	Multiple Bids.....	9
2.10	Protest Procedures.....	9
2.11	Minority and Small Business Participation.....	9
2.12	Ethical Standards.....	9
2.13	ADA Guidelines.....	10
2.14	Contractual relationships .....	10
2.15	Bidder Conflicts of Interest.....	10
2.16	Contractual Provisions.....	11
2.17	Registered Lobbyists.....	11
2.18	Responsibility for Compliance with Legal Requirements.....	11
2.19	Responsiveness of Bids.....	12
2.20	Conditional Bids.....	12
2.21	Period that Bids Remain Valid .....	12
2.22	SRTA’s Right to Request Additional Information-Contractor Responsibility .....	12
2.23	Sales and Use Taxes.....	12
2.24	Bid Preparation Costs .....	12
2.25	Waivers.....	12
2.26	Bid Documents Required.....	13
2.27	Bid Substitutions, Alternates and Exceptions .....	13

2.28	Reserved Rights .....	13
3	BASIS FOR AWARD .....	15
3.1	Bidder Responsibility.....	15
3.2	Notice of Intent to Award and Notice of Award .....	16
	ATTACHMENT A-QUESTIONS TEMPLATE.....	17
<b>I.</b>	<b>INSTRUCTIONS TO BIDDERS</b> .....	<b>18</b>
<b>II.</b>	<b>GENERAL INFORMATION</b> .....	<b>18</b>
<b>III.</b>	<b>DETAILED DESCRIPTION OF WORK</b> .....	<b>21</b>
<b>IV.</b>	<b>SCHEDULE, WORK STAGING, AND HOURS OF OPERATION</b> .....	<b>27</b>
<b>V.</b>	<b>PERSONNEL AND SUB-CONTRACTORS</b> .....	<b>29</b>
<b>VI.</b>	<b>UTILITY CONFLICTS</b> .....	<b>29</b>
<b>VII.</b>	<b>SPECIAL TERMS AND CONDITIONS</b> .....	<b>30</b>

**STATE ROAD AND TOLLWAY AUTHORITY**  
**INVITATION TO BID**  
**PART 1-INVITATION TO BID, OFFER, AND AWARD**

## 1 INFORMATION FOR BIDDERS

### 1.1 Purpose of Procurement

The State Road and Tollway Authority (SRTA) is issuing this Invitation to Bid (ITB) to firms to perform ADA improvement and maintenance repair services at the Xpress Cumming Park and Ride Lot. All bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide paving services as provided herein. It is necessary for the successful firm responding to this ITB to have a thorough working knowledge of the technical specifications listed in the: Georgia Department of Transportation's, Standard Specifications, Construction of Transportation Systems, 2013, Edition; and Supplemental Specifications, 2016 Edition. This project will be built to those GDOT specifications, and by certain compliance requirements of the American Disability Act (ADA). Certain GDOT specifications have been amended for this project and those amendments are included in these documents for your review

The services to be performed shall generally fall into the following National Institute of Governmental Purchasing (NIGP) Code:

- 91336-Construction, Parking Lot and Alley
- 91375-Maintenance & Repair, Parking Lot and Alley

All respondents to this ITB are subject to the instructions communicated in this document and are cautioned to review the entire ITB and carefully follow the instructions herein.

Bids will be accepted until **2:00PM (EST) September 3, 2019**. Instructions for requesting or accessing a copy of the ITB are included below.

### 1.2 SRTA Background

The State Road and Tollway Authority (SRTA) is a state-level, independent Authority created by the Georgia General Assembly to operate tolled transportation facilities within Georgia and act as the transportation financing arm for the State. SRTA manages the collection of tolls on Georgia's Express Lanes System through the use of Peach Pass, the state's all-electronic tolling technology.

As of 2017, SRTA and the Georgia Regional Transportation Authority (GRTA) jointly provide the services of both state authorities. This includes management of the Xpress Commuter Coach Service, which provides workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center as well as the administration of the Atlanta region's vanpool program.

SRTA has the authority to finance any type of transportation improvement using traditional methods of financing such as bonds, loans, notes and equity partnerships. SRTA has issued Grant Anticipation Revenue Vehicle (GARVEE) bonds, underwritten by the state's future federal transportation revenues, for non-toll projects on behalf of the Georgia Department of Transportation. As an issuer of tax-exempt bonds, SRTA is responsible for ensuring that all applicable U.S. Securities and Exchange Commission rules and federal law requirements are met. SRTA and the Georgia Department of Transportation have consistently demonstrated their ability to meet these requirements.

SRTA also administers the Georgia Transportation Infrastructure Bank (GTIB), a revolving infrastructure investment fund, much like a bank, that provides loans with attractive terms to state, regional and local

government entities to fund much needed local transportation projects. GTIB grants are also awarded for selected transportation improvement projects on a competitive basis throughout the state of Georgia.

### 1.3 ITB Schedule

The Schedule of Events set out herein represents the SRTA's estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the Schedule of Events may be shifted as appropriate and at the SRTA's discretion. Any changes to the Schedule of Events up to the Bid Submission Deadline will be posted to the SRTA website at <https://www.srta.ga.gov/procurement/>.

### 1.4 Restriction on Communications with SRTA

From the issue date of this ITB until the final award is announced, Bidders are not allowed to communicate, for any reason, with any SRTA staff or Board members regarding this ITB except through the Issuing Officer. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. SRTA reserves the right to reject the bid of any Bidder violating this provision.

### 1.5 SRTA Contact Information

All inquiries, bids, submissions, and/or other correspondence regarding this ITB (excluding protests submitted in accordance with Part 1, Section 2.10 below) must be directed in writing to:

Gary Thomason, Issuing Officer  
State Road and Tollway Authority  
245 Peachtree Center Avenue NE, Suite 2200  
Atlanta, GA 30303  
E-mail: [gthomason@srta.ga.gov](mailto:gthomason@srta.ga.gov)

## 2 ITB TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

### 2.1 Deadline for Submission of Bids/Late Bids

Bids submitted in response to SRTA ITB No. 20-026 must be received by SRTA no later than 2:00 p.m. (EST) on the Bid Due Date to ensure that they are evaluated for contract award. Bids received after the submission deadline will not be evaluated.

### 2.2 Format and Submission of Bids

Each Bidder shall submit one (1) original hard copy, two (2) duplicate hard copies, and one (1) electronic copy of all bid documents, technical literature, and any supporting documentation shall be submitted prior to bid opening. If there are any conflicts or discrepancies between the submitted documents, the contents of the original hard copy shall govern.

The “Original” paper copy of the bid submission must be unbound. All paper copies must be clearly marked as being either “Original” or “Copy” as applicable.

All bids must be prepared and submitted in accordance with the ITB document format and content requirements. Bids must be typed in English and all pricing must be provided in US dollars and exclude federal excise taxes as well as any applicable state of local sales and use taxes.

As a condition of submission responsiveness, all Offer Documents that require the signature of Bidder must be signed.

## 2.3 Location for Submission of Bids/Methods of Delivery

Bids must be submitted exclusively to the Issuing Officer at the address noted in Section 1.5. It is the sole responsibility of the Bidder to ensure that its bids are successfully delivered to SRTA by the specified date and time. SRTA is not responsible for late or lost deliveries of bids, for whatever reason.

Bids that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to address noted in Section 1.5.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a bid must be clearly marked with the following identifier on the outside of the envelope, package or box:

**“Bid in response to SRTA ITB No. 20-026:  
ITB for Xpress Cumming Park & Ride Lot Repair Services– September 3, 2:00 p.m. (EST)  
ATTN: Gary Thomason, Issuing Officer  
To be opened by addressee only.”**

The responsibility for submitting a bid to SRTA on or before the stated time and date will be solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to ensure that its bid is successfully delivered to SRTA by the specified date and time. SRTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or any other cause or occurrence. Verbal, faxed, or unsealed bids will not be accepted.

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the bid being discovered and/or opened late. SRTA is not responsible for bids discovered and/or opened late due to Bidder’s failure to mark the bidder as specified. Bids received after the Bid Due Date, due to late delivery or late discovery due to Bidder’s failure to mark the bid as specified, may result in the SRTA disqualifying the bid from consideration for Contract award.

## 2.4 Questions

Questions regarding the ITB must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail, by 2:00 p.m. (EST) on August 15, 2019. Written questions must be submitted to the attention of the Issuing Officer, in accordance with Section 1.5 above.

The final Contract that the SRTA expects to award as a result of this ITB is attached hereto as Part 3 of this ITB. Therefore, all costs associated with complying with the requirements of the Contract shall be included in any pricing submitted by the Bidder.

Please review the Contract and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline date and time specified in this ITB. All questions, clarifications, and recommendations must be submitted using Attachment A-Questions Template.

Should there be any changes made to the Contract as a result of requests received, the SRTA shall post a Final Contract via formal addendum to the ITB. Absent the issuance of a formal addendum containing a Final Contract, Bidders should plan on the Contract terms and conditions as attached hereto as Part 3-Contract.

Answers to all questions received by the applicable deadline will be posted to both the Georgia Procurement Registry website at [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp) and the SRTA website at <https://www.srta.ga.gov/procurement/>. It is the sole responsibility of the Bidder to make itself aware of SRTA's responses to written questions the Bidder has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the ITB inclusive of the Scope of Services, the remainder of the ITB documents, or the Contract. Revisions to the ITB or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the ITB.

## 2.5 Amendments to the ITB (Addenda)

SRTA reserves the right to revise or amend the ITB up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda to the ITB and posted on the SRTA website as set forth below. If an addendum significantly changes the ITB, the date set for the submission of bids may be postponed by such number of days as in the opinion of SRTA shall enable potential Bidders to revise their bids. The addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the ITB and will prevail over inconsistent or conflicting provisions contained in the original ITB. Copies of all addenda will be made available on the SRTA website under [Doing Business with SRTA](#). SRTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. It is the responsibility of the Bidder to check the SRTA website daily to ensure that it has received notification of any changes to the ITB.

Bidders shall acknowledge receipt of all addenda by completing and submitting Offer Document #6 (Acknowledgement of Addenda), as part of its ITB. As with other required documentation, bids that fail to reference receipt of addenda by inclusion of Offer Document #6 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

SRTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. EACH BIDDER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDUMS AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OF APPROPRIATE CHANGES AND/OR ADDITIONAL TO THE BIDDER'S RESPONSE PRIOR TO SUBMISSION. It is the sole responsibility of each potential Bidder to check the SRTA and Georgia Procurement Registry websites regularly for addenda.

## 2.6 Confidential/Proprietary Information

Any and all materials submitted in response to this ITB are subject to public inspection, pursuant to the provisions of O.C.G.A. § 50-18-70 et seq., Georgia's Open Records Act, upon completion of the ITB process. Each Bidder will be responsible for clearly identifying and labeling any records contained in its bid as "trade secret" that the Bidder has reasonably determined meet the definition of "trade secret" under Section 10-1-761(4) of the Georgia Code and that the Bidder wishes to be exempt from disclosure under Section 50-18-72(a)(34) of the Georgia Code or any other applicable law. The Bidder must attach to its bid an affidavit

SRTA ITB No. 20-026: ITB for Xpress Cumming Park and Ride Lot Repair Services

affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

If SRTA receives a request for public disclosure of all or any portion of the materials identified as "trade secrets" in a bid in accordance with this ITB, before producing such records in response to such request, SRTA shall notify the Bidder of its intention to produce such records. If SRTA makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the Bidder of its intent to disclose the information within ten (10) days unless prohibited from doing so by an appropriate court order. If the Bidder wishes to prevent disclosure of the requested Records, the Bidder may file an action in Fulton County Superior Court to obtain an order that the requested records are trade secrets exempt from disclosure. The Bidder shall serve the requestor with a copy of its court filing. If SRTA makes a determination that the specifically identified information does constitute a trade secret, SRTA shall withhold the records, and the requester may file an action in Fulton County Superior Court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

Bidders are advised that their designation as "trade secret" will not be binding on SRTA or determinative of any issue relating to confidentiality. SRTA will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". SRTA may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable law, treat the whole of the relevant Section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws. All material submitted regarding the ITB becomes the property of SRTA. Any activity pursuant to this ITB by any Bidder is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. SRTA is not responsible to return to a Bidder any or all of the bid or other information furnished by that Bidder.

In no event will the State, SRTA, or any of their agents, representatives, consultants, directors, officers or employees be liable to a Bidder for the disclosure of all or a portion of any bid submitted in response to this ITB.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on SRTA or any other State entity by the Open Records Laws or other applicable law, and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable law.

## 2.7 Modification and Withdrawal of Bids

**Modifications** - SRTA will permit modifications to a bid after it has been submitted up until the Bid Due Date for accepting bids. The bid can be picked up by a representative of the Bidder and then it is the Bidder's responsibility to resubmit before the deadline. Once a bid has been picked up for modification, SRTA has no response from the Bidder. Unless and until the Bidder resubmits the received bid, SRTA will have no bid from the Bidder to evaluate for possible Contract award. Any resubmission must be received by SRTA no later than the Bid Due Date.

**Withdrawal** - A bid may be withdrawn upon request by the Bidder without prejudice up until the bid submission deadline for submittal of bids, provided that the request is in writing, has been executed by the Bidder or the Bidder's duly authorized representative and has been filed with SRTA. Once a bid has been withdrawn, SRTA has no response from the Bidder. Unless and until the Bidder resubmits the received bid, SRTA will have no bid from the Bidder to evaluate for possible Contract award. Any resubmission must be received by SRTA no later than the Bid Due Date.



## 2.8 Single Response to ITB

If only one bid is received in response to this ITB, a detailed cost analysis of the single bid may be requested of the single Bidder. A cost analysis, evaluation, and/or audit of the bid may also be performed by SRTA in order to determine if the bid price is fair and reasonable. If SRTA determines that a cost analysis is required, the single Bidder must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

## 2.9 Multiple Bids

Bidders may be rejected if more than one bid is received from a single individual, firm, partnership, corporation, or combination thereof, under the same or different names. Such duplicate interests may cause the rejection of all bids in which such Bidder has participated.

## 2.10 Protest Procedures

SRTA's protest policy shall govern this ITB, and it can be found at: <https://www.srta.ga.gov/wp-content/uploads/2018/11/FY-2019-Procurement-Policy-11-15-18.pdf>.

## 2.11 Minority and Small Business Participation

SRTA strongly supports the participation of minority and small business owners in its contracts. It is the policy of the SRTA to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. It is the intention of SRTA to create a level playing field on which minority-owned and small businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 C.F.R. 26.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this ITB and resulting Contract. It is SRTA's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this contract. All companies qualifying under this ITB are encouraged to submit bids. The requirements of this ITB apply for all Bidders, including those who qualify as a Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE). Bidders with questions regarding DBE and SBE certification may contact the Issuing Officer. Additional Contract requirements related to participation by DBEs and SBEs are specified in Part 3 – Contract of this ITB.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

## 2.12 Ethical Standards

It is a breach of ethical standards for any SRTA employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;

- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

SRTA employees are also bound by the Georgia Governor’s Executive Order, dated January 14, 2019, for “Establishing a Code of Ethics for Executive Branch Officers and Employees.” The Executive Order prohibits SRTA and SRTA employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official SRTA business. Therefore, it is unlawful for a potential Bidder, or its subcontractors or suppliers, to make gifts or favors to any SRTA employee. It is also unlawful for any SRTA employee to accept any such gift or favor. In addition, any persons acting as members of the Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by the referenced Executive Order.

Throughout the bid evaluation and award process and subsequent contract negotiations, Bidders shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Evaluation Committee, the SRTA Board of Directors, or SRTA employees other than the Issuing Officer.

Any prospective Bidder, anyone representing the Bidder, any subcontractor or supplier on the Prospective Bidder’s team, or anyone representing a subcontractor or supplier on the Bidder’s team who attempts to influence any member of the Evaluation Committee, the SRTA Board of Directors, or SRTA employees in regards to this ITB by offering or giving any advantage, gratuity, discount, bribe, or loan to any member of the SRTA Board of Directors or SRTA employees will have its bid removed from consideration for Contract award.

## 2.13 ADA Guidelines

SRTA adheres to the guidelines set forth in the Americans with Disabilities Act. Bidders should contact the Issuing Officer at least one day in advance if they require special arrangements when attending a Pre-Bid Conference. The Georgia Relay Center at 1-800-255-0056 (TDD only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

## 2.14 Contractual relationships

SRTA intends to execute a Contract, attached as Part 3 of this ITB. The selected Contractor’s contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Bidder’s Bid Letter, included as Offer Document #2 of this ITB, must clearly indicate the firm or entity responsible for contract execution.

## 2.15 Bidder Conflicts of Interest

Bidder must disclose in detail, with the bid, anything that may create a conflict or appearance of a conflict of interest. For purposes of this ITB, “conflict of interest” means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where: 1.) Bidder, a key team member or key personnel could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of SRTA’s independent judgment; or 2.) could or could

be seen to compromise, impair or be incompatible with the effective performance of its obligations under the resulting Contract.

Required disclosures include, but are not limited to: 1.) any current contractual relationships with the SRTA any of their employees or board members; 2.) any past, present or planned contractual or employment relationships with any officer or employee of SRTA; and 3.) any other circumstances that might be considered to create a financial interest in the Contract SRTA or any of their respective employees or board members if Bidder is awarded the Contract. The foregoing list is a demonstrative list and shall constitute a limitation on the Bidder's disclosure obligations.

SRTA, in its sole discretion, will make a determination relative to a real or perceived potential conflict for a Bidder and its ability to mitigate such a conflict. A Bidder found to have a Conflict of Interest that cannot be mitigated, as determined in the sole discretion of SRTA, shall not have its bid submission evaluated for Contract award.

Failure to comply with the requirements in this Section 2.14 or to abide by t SRTA's determination in this matter may result in the SRTA disqualifying the Bidder from submitting a bid, disqualifying the offending team member from participating on a Bidder's team or, following submission of a bid, discontinuing further consideration of such Bidder and its bid.

Conflicts of interest that arise after the Bid Due Date, but before the Notice of Award, must be disclosed in detail in writing to the Issuing Officer.

## 2.16 Contractual Provisions

SRTA shall execute the Contract, attached as Part 3 to this ITB, with the successful Bidder for the provision of the required services with the selected Contractor(s). The selected Contractor's contractual responsibility must solely rest with one legal entity, which shall not be a subsidiary or affiliate with limited resources. Bidder's Bid Letter, included as Offer Document #2 of this ITB, must clearly indicate the firm or entity responsible for contract execution.

SRTA shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract. Additional contract requirements related to subcontractors are specified in the Contract.

## 2.17 Registered Lobbyists

By submitting a response to this ITB, the Bidder hereby certifies that the Bidder and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Government Transparency and Campaign Finance Commission.

## 2.18 Responsibility for Compliance with Legal Requirements

Bidder's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards regardless of whether or not they are referred to in this ITB.

## 2.19 Responsiveness of Bids

Bids must be complete in all respects, as required in this ITB. A bid may be rejected by SRTA if it is conditional; incomplete; fails to meet any requirement included in the ITB; or, contains any alterations of form or other irregularities of any kind.

## 2.20 Conditional Bids

Terms and conditions attached to a bid by a Bidder and made a condition of Contract execution may render the bid non-responsive and may be rejected by SRTA.

## 2.21 Period that Bids Remain Valid

Each Bidder agrees that bids will remain firm for a period of one hundred and eighty (120) calendar days beginning with the date that cost bids are opened. Following the deadline for bid submission, no bid may be withdrawn for a period of 120 calendar days.

Requests for withdrawal of bids after 120 calendar days following the deadline for bid submission must be submitted to SRTA in writing (defined as being sent or received via letter or on official firm/agency letterhead or by electronic mail). Such requests for withdrawal of bids must be submitted in writing to the attention of Issuing Officer.

## 2.22 SRTA's Right to Request Additional Information-Contractor Responsibility

Prior to award, SRTA must be assured that the selected Contractor has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of SRTA, financial resources sufficient to complete performance under the Contract, and relevant experience in similar endeavors. If such information is required, the Contractor will be so notified and will submit the information requested within the time requested by SRTA.

## 2.23 Sales and Use Taxes

SRTA is exempt from paying sales and use taxes. All pricing provided in response to this ITB shall exclude sales and use taxes.

## 2.24 Bid Preparation Costs

Each bid should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete bid. All costs incurred by any interested party in responding to this ITB shall be borne by such interested parties, and SRTA shall have no responsibility whatsoever for any associated direct or indirect costs related to the development or any other aspect of the bids or this ITB. No protestor, any interested party nor any other third party shall be entitled to recover any costs incurred in connection with the procurement process, the ITB, the protest, and/or compliance or attempted compliance with this policy, including preparation costs or attorneys' fees.

## 2.25 Waivers

SRTA may waive informalities or irregularities including, but not limited to typographical, mathematical, obvious errors, or other informalities or irregularities.

## 2.26 Bid Documents Required

For this procurement, Bidders must complete, sign (if applicable) and return the following documents:

- ITB Cover Page;
- Offer Document 1 (Contractor Information);
- Offer Document 2 (Bid Letter);
- Offer Document 3 (Bid Certifications);
- Offer Document 4 (Statement of Responsibility);
- Offer Document 5 (Bid Form);
- Offer Document 6 (Acknowledgment of Addenda);
- Offer Document 7 (E-Verify Affidavit);
- Offer Document 8 (Buy America Certification);
- Offer Document 9 (Certification Regarding Lobbying);
- Offer Document 10 (Certification of No Boycott of Israel);
- Offer Document 11 (Bid Bond);
- Offer Document 12 (Performance Bond);
- Offer Document 13 (Subs and DBE Participation);

## 2.27 Bid Substitutions, Alternates and Exceptions

Bidders that propose alternate materials, services, techniques or equipment or substituted items that materially deviate from the items and/or services required in the technical requirements and specifications of this ITB, may have their bids rejected.

Any exceptions that the Bidder has in their submitted Bids must also be clearly noted within the Bid to be considered by SRTA, regardless of whether or not such exceptions have been previously communicated to SRTA.

PLEASE NOTE THAT BIDDERS SUBMITTING EXCEPTIONS TO THE REQUIREMENTS AND SPECIFICATIONS OF THIS ITB IN THEIR SUBMITTED BID DO SO AT THEIR OWN PERIL, SINCE EXCEPTIONS MAY RESULT IN A DETERMINATION OF “NON-RESPONSIVENESS” OF THE BIDDER AND/OR THEIR BID.

## 2.28 Reserved Rights

In connection with this ITB, SRTA reserves to itself all rights (which rights are exercisable by SRTA in its sole discretion) available to it under its Procurement Policy and applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- (a) modify the procurement process or documentation described in this ITB;
- (b) develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
- (c) cancel this ITB, or a subsequent ITB, in whole or in part at any time prior to the execution by SRTA of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this ITB or the subsequent ITB;
- (d) issue a new invitation to bid after cancellation of this ITB or a subsequent ITB;

- (e) not issue an ITB;
- (f) reject any and all submittals, responses, and Bids at any time;
- (g) reject any and all Bids or any portion of a specific Bid for any reason;
- (h) modify all dates set or projected in this ITB;
- (i) terminate evaluations of Bids at any time;
- (j) issue amendments, supplements, and modifications to this ITB;
- (k) appoint Evaluation Committees to review bids, and seek the assistance of outside technical experts and consultants in bid evaluation;
- (l) make independent calculations with respect to numbers and calculations submitted in a bid for purposes of its evaluation;
- (m) require confirmation of information furnished by a Bidder, require additional information from a Bidder concerning its Bid and require additional evidence of qualifications or ability to perform the work described in this ITB;
- (n) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this ITB;
- (o) add or delete Bidder responsibilities from the information contained in this ITB;
- (p) negotiate with a Bidder without SRTA being bound by any provision of a Bidder's Bid or subsequent Bid;
- (q) waive administrative or minor deficiencies in a Bid, accept and review a non-conforming bid or permit clarifications or supplements to a Bid;
- (r) disqualify any Bidder who changes its Bid without SRTA approval;
- (s) disqualify any Bidder from the procurement process for violating any rules or requirements of the procurement specified in this ITB, the ITB, applicable law, or any other communication from SRTA;
- (t) (as and solely to the extent applicable) adjust the terms of, or not pursue federal financing programs, or adjust the terms of, or not pursue other financing or public funding for the Project on behalf of the Bidders, or otherwise;
- (u) develop some or all of the Project itself or through another state or local government entity or entities;
- (v) disclose information submitted to SRTA as permitted by applicable law or this ITB;
- (w) not issue a notice to proceed after execution of the Project Agreement;
- (x) exercise any other right reserved or afforded to SRTA under this ITB or a subsequent ITB and applicable law; and
- (y) exercise its discretion in relation to the matters that are the subject of this ITB as it considers necessary or expedient in light of all circumstances prevailing at the time that SRTA considers to be relevant.

This ITB does not commit SRTA to enter into the Contract or proceed with the procurement described in this ITB. SRTA and the State assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this ITB, or any subsequent ITB. All such costs shall be borne solely by each Bidder.

Except as provided in this ITB, in no event will SRTA be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract has been authorized by SRTA and executed by SRTA and, then, only to the extent provided in the Contract. No Bidder shall have any cause of action against the SRTA arising out of the methods by which Bids are evaluated.

SRTA has the sole right to select the successful Bid(s) for contract award(s); to cancel the ITB and to advertise for new Bids; to award a contract(s) to other than the Bidder submitting the lowest cost Bid; to award multiple contracts; or not to award a contract as a result of this ITB.

SRTA reserves the right to accept any Bid deemed to be in the best interest of the SRTA and to waive any irregularity or informality in any Bid that does not prejudice the SRTA or other Bidders.

### 3 BASIS FOR AWARD

The lowest Bidder will be the Bidder submitting the overall lowest total price based on the quantity criteria listed in the Bid Sheet (**Offer Document 5**). Due to the possible variations in Construction Methods, only each Bidder's lowest priced bid will be used for evaluation purposes.

In order to be eligible for contract award, a Bidder must meet all of the following criteria:

1. The Bidder must complete and submit all bid documents in as noted in Section 2.26 above.
2. The Bidder's submission must confirm in all material aspects to the requirements of the ITB at the scheduled time of submission
3. The Bidder must be a responsible Bidder.

#### 3.1 Bidder Responsibility

A Responsible Bidder is one that SRTA believes to be responsible based on responses provided on the bidder's "Statement of Responsibility Certification Form" and/or based on bidder's responses to the requirements of the ITB document. Responsibility shall generally be presumed. In order for a bidder to be deemed non-responsible, SRTA must make an affirmative determination of non-responsibility. SRTA reserves the right to conduct additional due diligence into any bidder's responsibility status. Such due diligence may include investigations into one or more of the following areas:

1. Whether Bidder has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
2. Whether Bidder is able to comply with the contract requirements, considering the firm's other business obligations.
3. Whether Bidder is registered to do business in the State of Georgia and is listed as "ACTIVE/COMPLIANCE" with the Office of the Georgia Secretary of State.

4. Whether Bidder is not presently debarred or suspended from bidding by any Federal or State governmental entity;
5. Whether Bidder has within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6. Whether Bidder is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above.
7. Whether Bidder has had a contract terminated for default in the last 3 years.
8. Whether Bidder is currently under investigation for any possible breach of contract, or fraud or allegations of criminal activity related to the types of Services requested within this ITB document. (And if yes, the circumstances, nature and magnitude of such investigation shall be considered in any possible non-responsibility determination).
9. Whether Bidder has a satisfactory performance record.
10. Whether Bidder has a satisfactory record of integrity and business ethics.
11. Whether Bidder has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills.

### 3.2 Notice of Intent to Award and Notice of Award

The preliminary results of the bid opening may be announced through the public posting of a Notice of Intent to Award to the SRTA website. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the SRTA’s expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Bidder.

At the end of the evaluation process, the SRTA shall contact the apparent successful Bidder. The apparent successful Bidder must return two signed copies of the Contract to the Issuing Officer within one (1) week of notification. Failure to do so may lead to rejection of the Bidder. SRTA reserves the right to proceed to discussions with the next lowest cost Bidder. SRTA reserves the right to modify the Contract be consistent with the successful Bidder.

The Notice of Award is SRTA’s public notice of actual Contract award and will be publicly posted to the SRTA website.



## ATTACHMENT A-QUESTIONS TEMPLATE

**Instructions:** Pursuant to Part 1, Section 2.4-Questions of the ITB, Bidders shall use this attachment to submit questions regarding the ITB to the SRTA.

#	ITB Document / Section	ITB page #	Question
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

**Instructions:** Pursuant to Part 1, Section 2.4-Questions of the ITB, Bidders shall use this attachment to submit questions regarding the Contract to the SRTA.

#	Contract Provision Title	Contract Section Number	Current Wording of Section	Reason for Exception (Cite relevant law or provide business reasons.)	Proposed Language
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**PART 2**  
**SCOPE OF WORK**

This Project consists of performing maintenance repair works and ADA improvements at the Cumming Xpress Park and Ride lot.

**I. INSTRUCTIONS TO BIDDERS**

Firms responding to this ITB are cautioned to review the entire ITB and follow instructions carefully. Each responding firm is individually responsible for the careful examination of the Site of the proposed project to inform themselves of all conditions that might affect the execution of the work to be performed.

**II. GENERAL INFORMATION**

- A. 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, the general public, Site users, and the property owner during performance of the Contract.
- B. This Project does not require a Notice-Of-Intent (NOI).
- C. The Contractor shall be responsible for a Quality Control Program as described in Section 100 of the General Provisions. Quality Assurance inspections and testing will be conducted by the SRTA's Designated Representative or SRTA's partner agencies. However, the cost of any re-test necessitated by test failures shall be charged to the Contractor.
- D. The Contractor shall provide his or her own construction staking. All cost associated with staking must be included in the pay item # 210-0100, Grading Complete.
- E. All workmanship and materials under all items of Work shall be guaranteed for one (1) year from the date of Project Acceptance , unless otherwise specified.
- F. The Contractor shall NOT CHANGE the grade of the existing pavement or Site unless explicitly required per the Plans.
- G. The Contractor shall maintain the physical and functional integrity of all existing drainage structures. No change to any drainage structure or water flow direction is warranted.
- H. All traffic control shall be provided by the Contractor. Contractor shall have a traffic control agent on Site any time Work is being performed. All cost associated with the traffic control shall be included in the pay item # 150-1000, Traffic Control.
- I. The data, together with all other information shown on the Plans, or in any way indicated hereby, whether by drawing or notes, or in any other manner, are based upon field surveys and Site investigations and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed and do not bind SRTA in any way.

- J. Resurfacing shall not extend up any side streets or roadways. It shall continue across all tying streets or driveways along the projected edge-of-pavement of the pavement being resurfaced.
- K. All drainage structures within the limits of the Project shall be maintained by the Contractor throughout the duration of the Project.
- L. The Contractor shall not take advantage of any error or omission in any of the ITB components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify SRTA.
- M. Contractor shall follow the latest State of Georgia Standard Specifications for Construction of Transportation Systems and Supplemental Specifications, the Special Provisions, and any applicable Construction Details and Standards by the Georgia Department of Transportation (GDOT). Selected Specifications are included within the Attachment #1 – Construction Plans to the Plans, and shown in Attachment #2-SRTA Inspection and Compliance Form, for the Contractor's use and information.

The GDOT Standard Specifications Construction of Transportation Systems can be viewed online at the following web address:  
<http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>.

The GDOT Supplemental Specifications can be viewed online at the following web address:  
[http://www.dot.ga.gov/PartnerSmart/Business/Source/special\\_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf](http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf).

The Contractor may access the Construction Details and Standards by visiting:  
<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>.

The Construction Details and Standards are subject to additions and revisions 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>.

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.

The Contractor must comply with the terms of the referenced contract, project details, and any attachments referenced herein, in addition to the GDOT 2013 & 2016 Specifications sections, Special Provisions (SP) indicated below by \*:

#	Section	Description	2013	2016	SP	Note
1	108	Prosecution and Progress			*	For Federal Aid Projects
2	150	Traffic Control			*	
3	163	Miscellaneous Erosion Control Items			*	
4	165	Maintenance of Temporary Erosion and Sedimentation Control Devices			*	
5	171	Silt Fence			*	
6	201	Clearing and Grubbing Right of Way	*			
7	210	Grading Complete	*			
8	310	Graded Aggregate Construction		*		
9	402	Hot Mix Recycled Asphaltic Concrete	*			
1	407	Asphalt-Rubber Joint and Crack Seal		*		
1	413	Bituminous Tack Coat		*		
1	437	Granite Curb	*			
1	439	Portland Cement Concrete Pavement (Special)	*			
1	441	Miscellaneous Concrete	*			
1	444	Sawed Joints in Existing Pavements	*			
1	446	Placement of Pavement Reinforcement Fabric	*			
1	500	Concrete Structures	*			
1	600	Controlled Low Strength Flowable Fill	*			
1	603	Rip Rap	*			
1	610	Removal of Miscellaneous Roadway Items	*			
2	626	Mechanically Stabilized Embankment Retaining Walls	*			
2	643	Fence	*			
2	644	Bollards			*	
2	652	Painting Traffic Stripe	*			
2	656	Removal of Pavement Markings	*			
2	700	Grassing	*			

2	702	Vine, Shrub, and Tree Planting	*			
2	708	Plant Topsoil	*			
2	716	Erosion Control Mats (Slopes)	*			
2	812	Backfill Materials		*		
3	999	Utility Conflicts			*	

### III. DETAILED DESCRIPTION OF WORK

- A. The Contractor will be required to perform the Work at the Xpress Cumming Park and Ride lot located at 4115 North Old Atlanta Road, Cumming, GA 30041 (latitude: 34.181276, longitude: -84.142807)
- B. The Work is described in more detail by notes and graphics and included in the Attachment # 1 – Construction Plans. The estimated quantities are included in the Offer Document No.5 – Bid Form, of the ITB.
- C. The Contractor shall furnish any Equipment needed to perform the Work. Prior to start of Work, Contractor must inspect Equipment to ensure the Equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.
- D. Contractors are encouraged to visit the location and familiarize themselves with existing Site conditions and quantities prior to submitting their bid. Contractors are responsible for obtaining and verifying the exact measurements as indicated in the Attachment #1 – Construction Plans.
- E. Erosion Control: The Contractor shall utilize, as a minimum, protections at least as stringent as the Georgia State General Permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, must be consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control In Georgia published by the State Soil and Water Conservation Commission as of January 1 of the year of the issuance of the Notice-To-Proceed or the year in which the land disturbing activity was permitted, whichever is more stringent. Contractor shall utilize Best Management Practices (BMPs) as required to protect sediment from entering existing catch basins, manholes and drainage structures. Contractor shall install all erosion control devices, without exception, as required in the aforementioned Manual. All erosion control devices shall remain in place for the duration of the milling and repaving activities. The Contractor is required to include as Lump Sum, the cost associated with the Erosion Control items and activities in the Bid Form under the pay item # 210-0100, Grading Complete.
- F. Site Preparation:

- a. Contractor shall remove vegetation form any cracks and along the edge of asphalt surface and apply a GDOT-approved total vegetation control herbicide at specified label rates for

control under asphalt surfaces per the GDOT Standard Specifications Construction of Transportation Systems.

- b. Contractor shall thoroughly clean the pavement with a high-power blower with air speeds equal or exceeding 200 MPH, wire wheel routing, hand work to ensure all loose debris is removed and trim the grass around the pavement edges.
- c. Contractor shall be responsible for the removal and disposal of all debris.
- d. The Contractor is required to include, as Lump Sum, the cost associated with the Site Preparation items and activities in the Bid Form under the pay item # 210-0100, Grading Complete

G. Vegetation Removal Requirements:

- a. Clearing: This consists of clearing, removing and disposing of all vegetation and debris in areas within the Site, as specified, except such objects as are designated by the SRTA's Designated Representative to remain or to be removed in accordance with the Plans or other sections of the Specifications. Vegetation and debris include trees, shrubs, vines, logs, limbs, mulch piles and all other debris associated with random clearing.
- b. Random clearing may be done by any method provided that the ground disturbance is minimal, and no damage is done to property, structures, trees, or shrubbery to be retained, in or outside the Site boundaries.
- c. Remove all trees, brush, stumps and roots projecting through or appearing on the surface of the ground by cutting or grinding flush with the surrounding ground surface. No grubbing operations are allowed.
- d. SRTA's Designated Representative will designate any trees, shrubs, plants, and other objects within the clearing limits specified that are to remain and be preserved.
- e. Preserve all concrete ditches and flumes, drainage structures and headwalls, sound barriers, utility lines and poles, fences, signs, R/W markers and other permanent R/W structures.
- f. SRTA's Designated Representative may specify that additional damaged, diseased, or deformed trees outside of the clearing limits be removed.
- g. Logging operations for marketable timber is permissible when performing random clearing only in such a manner as not to interfere with the safety of the traveling public or personnel involved with the work.
- h. Trees outside the limits of clearing shall have all tree branches that extend within the limits of clearing area removed back to the branch bark ridge at the tree trunk to the top of the tree.

- i. The Contractor is required to include, as Lump Sum, the cost associated with the Vegetation Removal items and activities in the Bid Form under the pay item # 210-0100, Grading Complete.
- j. Invasive plant species that are within the clearing limits shall be removed from the Site that does not allow propagation or re-growth of the plant(s). Do not grind or chip invasive plant species. The following is a list of invasive plant species:

<b>Invasive Plant Species in Georgia</b>	
<b>Scientific Name</b>	<b>Common Name</b>
<i>Ailanthus altissima</i>	Tree-of-Heaven
<i>Albizia julibrissin</i>	Mimosa
<i>Alternanthera philoxeroides</i>	Alligator Weed
<i>Carduus nutans</i>	Musk Thistle
<i>Eichhornia crassipes</i>	Water Hyacinth
<i>Elaeagnus pungens</i>	Thorny Olive
<i>Elaeagnus umbellata</i>	Autumn-Olive
<i>Hedera helix</i>	English Ivy
<i>Hydrilla verticillata</i>	Hydrilla
<i>Imperata cylindrica</i>	Cogongrass
<i>Lespedeza bicolor</i>	Shrubby Lespedeza
<i>Lespedeza cuneata</i>	Sericea Lespedeza
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Ligustrum sinense</i>	Chinese Privet
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera maackii</i>	Amur Honeysuckle
<i>Lygodium japonicum</i>	Japanese Climbing Fern
<i>Melia azedarach</i>	Chinaberry
<i>Microstegium vimineum</i>	Nepalese Browntop
<i>Miscanthus sinensis</i>	Chinese Silvergrass
<i>Murdannia keisak</i>	Marsh Dayflower
<i>Nandina domestica</i>	Sacred Bamboo
<i>Paspalum verillei</i>	Vaseygrass
<i>Paulownia tomentosa</i>	Princess Tree
<i>Phyllostachys aurea</i>	Golden Bamboo
<i>Pueraria Montana var. lobata</i>	Kudzu
<i>Rosa multiflora</i>	Multiflora Rose
<i>Sesbania herbacea</i>	Bigpod Sesbania
<i>Sesbania punicea</i>	Red Sesbania
<i>Sorghum halepense</i>	Johnsongrass
<i>Spiraea japonica</i>	Japanese Spiraea
<i>Triadica sebifera</i>	Chinese Tallow Tree
<i>Vinca major</i>	Big Periwinkle
<i>Vinca minor</i>	Common Periwinkle

<i>Wisteria sinensis</i>	Wisteria
--------------------------	----------

H. Herbicide Applications: Upon completion of final cut at ground level on all non-invasive hardwood species, apply a cut stump treatment herbicide approved for use by the SRTA's Designated Representative 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. The Contractor is required to include, as Lump Sum, the cost associated with the Herbicide Applications items and activities in the Bid Form under the pay item # 210-0100, Grading Complete. Apply herbicide treatments to invasive plant species as follows:

- a. *Woody Types*: Upon completion of final cut at ground level on all invasive woody species, apply a cut stump treatment herbicide with blue dye additive approved for use by the SRTA's Designated Representative to prevent re-growth. Apply herbicides at labeled rates and treatment recommendations immediately after final cut is performed.
- b. *Vines*: Spray invasive vines during the growing season with an herbicide that is labeled to control the specific vine approved for use by the SRTA's Designated Representative. Apply herbicide at labeled rates and treatment recommendations. Spray foliage that is within 4 feet of the ground. No foliar spray shall be above 4 feet high. Cut vines that extend above 4 feet and treat as woody plants.
- c. *Spray invasive grasses and weeds* during the growing season with an herbicide that is labeled to control the specific grass or weed approved for use by the Engineer. Apply herbicide at labeled rates and treatment recommendations.

I. Debris Removal:

- a. All debris shall be removed from the Site.
- b. Debris associated with random clearing and/or side trimming is to be removed from the Site during and by the end of the specified project.
- c. Any debris that reaches the travel ways, sidewalks, waterways, water bodies, driveways, concrete ditches and flumes shall be removed immediately.
- d. Restore original grades for any area that is disturbed by random clearing/side trimming. Equipment or tire rutting that occurs will need to be repaired by the Contractor.
- e. On random clearing operations mulch, grinded and chipped debris may be spread over the cleared areas. Mulch material chips shall not exceed 3 inches in length or 1 inch in diameter and be spread at a thickness not to exceed 3 inches in depth.
- f. Remove all litter, including larger pieces, from the Site at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter on the Site is prohibited. Disposal shall be in accordance with applicable laws and regulations. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.



- g. No burning of debris is allowed on the Site. Disposal shall be in accordance with local and state laws, and any cost incurred for disposal shall be the responsibility of the Contractor.
- h. Perform all work as described herein in a proficient and timely manner. Any tree cutting and removal work begun by the Contractor shall be completed prior to doing any other work.
- i. The Contractor is required to include as Lump Sum, the cost associated with the Debris Removal items and activities in the Bid Form under the pay item # 210-0100, Grading Complete

J. Milling:

- a. Contractor shall mill existing area as indicated in the provided Attachment 1 – Construction Plans. Contractor is required to remove and dispose of any and all milled materials from the Project site prior to repaving. Contractor is required to power sweep and clean the area prior to repaving activities. Any debris that goes in drainage structures as a result of the milling operation shall be cleaned out at no additional cost to SRTA.
- b. When needed, Contractor shall mill existing parking area at variable depth as to provide positive drainage to ensure water does not pond throughout the entire Site.
- c. Contractor shall employ variable milling depth, if necessary, to ensure smooth transitions at tying streets or driveways.
- d. Milling around manholes and valves will be allowed in order to meet the Contract completion date; however, these areas shall be covered with the final surface course the same day at no additional cost to SRTA.
- e. The Contractor is required to include as Lump Sum, the cost associated with the Milling items and activities in the Bid Form under the pay item # 210-0100, Grading Complete

K. Paving:

- a. Contractor shall mechanically apply liquid tack coat to the entire area of overlay. Suggested rate of tack coat is 0.05 gallons per square yard. Prior to applying coating, Contractor shall clean all applicable asphalt surfaces using power brooms/blowers and remove all debris from the job Site and discard.
- b. Contractor shall prepare any oil, gas or diesel spots on the existing pavement with a suitable primer compatible with the asphalt binder product or the liquid tack coat to be used. Contractor shall heat and scrape excess oil off pavement and apply applicable Oil Spot Primer to promote adhesion of the liquid tack coat.
- c. Contractor shall install the proposed layer of the super pave asphalt as indicated on Attachment 1 – Construction Plans. Where asphalt overlay adjoins existing surfaces, Contractor shall provide a smooth transition. Contractor shall install a leveling course of material when needed to level any severely depressed areas to drain. Asphalt shall be rolled and compacted to a tight finish per GDOT specifications. Contractor will be required to remove and dispose of any and all debris as a result of paving activities. Joints between asphalt and curb & gutter should be flushed at completion of resurfacing.

- d. The Contractor shall cover the surface treatment areas of the pavement with the asphalt leveling course the same day as treated with the liquid tack coat, and prior to opening the Site for use. Failure to cover surface treatment areas as specified will result in applicable non-refundable deductions.

L. Cracks & Joints Filling & Sealing:

- a. Services under this Contract consist of filling and sealing cracks and joints as indicated on the provided Attachment #1 – Construction Plans. This Work includes cleaning, removing dirt, grass, and other debris from cracks and joints, and filling specified Flowable Fill and sealing with a GDOT approved polymer under the GDOT Standard Specifications, Section 407 - Asphalt-Rubber Joint and Crack Seal.
- b. Contractor shall fill or seal joints and cracks in the prepared pavement with rubber asphalt mixtures per the provided GDOT Standard Specification, Section 407 – Asphalt-Rubber Joint and Crack Seal. All cost associated with applying the GDOT Standard Specification, Section 407 – Asphalt-Rubber Joint and Crack Seal items, and activities, shall be included in the bid cost for the pay item # 600-0001 (Flowable Fill). All flowable fill work shall be performed per the GDOT Standard Specification, Section 600 – Controlled Low Strength Flowable Fill.
- c. Prior to commencement of any Work, Contractor shall submit product specifications and the GDOT material certification to SRTA’s Designated Representative.

M. Re-striping of Pavement Spaces, and Handicap Spaces:

1. Contractor shall use the GDOT approved paints and application processes. This scope includes furnishing and applying reflectorized parking line paint according to the provided GDOT Standard Provision 652 – Painting Traffic Stripe. All the steps, processes, and requirements stipulated in the GDOT Standard Provision 652 – Painting Traffic Stripe, shall be applied verbatim.
2. Restriping shall occur at least three days after completing any asphalt resurfacing work to permit the resurfaced area to cure.
3. All resurfaced pavements shall be restriped in kind by color, restripe and re-stencil all handicap spaces using GDOT specifications, unless otherwise indicated in the Attachment #1 – Construction Plans.

N. Final Clean Up:

1. Contractor shall remove any and all remaining Materials, Equipment, and debris from Site prior to final payment.
2. All common fill or excess material disposed outside the Site shall be placed in either a permitted solid waste facility, a permitted inert waste landfill or in an engineered fill: See Section 201 - Clearing and Grubbing Right of Way, of the Georgia Standard Specifications and Supplements thereto for additional information.
3. There is no suitable place to bury existing construction debris within the Site. The Contractor shall provide an environmentally approved site to dispose of existing construction debris at no additional cost to SRTA.

4. The Contractor is required to include, as Lump Sum, the cost associated with the Final Clean Up items and activities in the Bid Form under the pay item # 210-0100, Grading Complete

#### **IV. SCHEDULE, WORK STAGING, AND HOURS OF OPERATION**

- A. This Scope of Work shall be performed by Contractor in a manner that does not disrupt customers parking and Xpress coach operations at the Site. The applicable Xpress bus schedule can be found at: <https://www.xpressga.com/route-400/> and <https://www.xpressga.com/route401/>. The Contractor shall stage and phase the Work to maintain, without any hindrance, the Xpress' operations within the Site. Prior to commencement of any Work, Contractor shall submit, to SRTA's Designated Representative, a brief statement and/or sketching of how the Project site will be kept operational during the performance of the Work.
- B. The Contractor shall schedule all Work to ensure the least inconvenience and the utmost in safety to the Site users, the Contractor's personnel, and SRTA's staff. The Contractor shall move Equipment or Materials on or across the Site in a manner as not to unduly interfere with traffic. SRTA shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.
- C. Contractor shall complete Work by the Project Acceptance Date, which is ninety (90) calendar days from issuance date of the Notice-To-Proceed from SRTA, unless otherwise directed by SRTA.
- D. The Contractor shall provide to SRTA a detailed list of Equipment and name and title of each person assigned to the Project before mobilization.
- E. The Contractor shall provide a copy of the progress report on the performed work by the first day of the month following the month of the Work performance for the duration of the contract and along with any requests for payment. If at any time the Contractor falls more than 15% behind the Project schedule, the Contractor shall provide SRTA with an updated Project schedule and a plan detailing how the Contract will be completed on time. The percentage by which the Contractor is behind shall be calculated using the following formula:  $\text{Schedule Variance (SV)} = \text{Earned Value (EV)} - \text{Planned Value (PV)}$ .
- F. Completion of work includes inspections by SRTA's Designated Representative, and any work required to correct deficiencies noted by the SRTA's Designated Representative.
- G. The Contractor shall stage and phase the Work within the customers' parking area to allow at least two hundred fifty (250) accessible and available parking spaces on the Site at any time.
- H. The Contractor shall always maintain handicap spaces accessible and available. If any handicap space is impacted by the Work or become unavailable due to the Work, the Contractor shall provide a temporary substitute handicap space chosen among the ones not impacted by the Work, and which are ADA compliant.

I. The Contractor shall always maintain existing pedestrians' accessibility to and within the Site. Any hindrance to that accessibility shall be mitigated by providing a temporary accessibility which is ADA compliant.

J. The Contractor shall submit within ten (10) calendar days from the Notice of Contract Award issuance date a brief statement and/or sketch of how the Site will be kept operational throughout the Work duration.

K. The Contractor shall submit within ten (10) calendar days from the Notice of Contract Award date a detailed Work Progress Schedule Chart listing the anticipated start and completion times and dates of the major Work activities. The major Work activities are the following, but not limited to: Equipment Mobilization, Site Preparation, Vegetation Clear and Grubbing, Milling, Cracks and Joints Filling, Paving, Sealing and Pavement Surface Seal Coating, Restriping, Final Clean Up, and Equipment Demobilization.

L. Should the Contractor's proposed schedule conflict with a Holiday or special event and, in the opinion of SRTA, negatively impact traffic flow, SRTA reserves the right to restrict Work operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled Work activity.

M. Traffic Control Requirements: Maintain traffic during the prosecution of the Work and provide, install, and maintain all traffic control devices in accordance with the Plans, Standard Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In addition to any traffic control requirements listed in this ITB, the following additional requirements shall be adhered to:

- a. The Manual of Uniform Traffic Control Devices (MUTCD), with current edition accessible online at <https://mutcd.fhwa.dot.gov/>.
- b. Utilize complete and proper traffic control and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. Leave the project in a manner that will not impede motorists and pedestrians, and which will be safe to the traveling public, the Xpress customers, and the Xpress buses' operations
- c. Failure to comply with any of the requirements for safety and traffic control may result in suspension of the Work.
- d. All the costs associated with keeping the lot operational shall be bid as "Traffic Control" (Pay Item # 150-1000).

<b>Schedule Summary</b>	
Work Duration:	90 days
Proposed Work Progress Schedule Chart:	Within 10 day from the Notice of Contract Award date
Brief statement and/or sketch of anticipated work staging:	Within 10 days from the Notice of Contract Award date.

Progress Reports:	By the first day of the month following the month of the reported work performance.
Certificate of Current Capacity:	Within 30 calendar days following the Bid Opening date, only for bid in excess of \$500k.
Status of Contracts on Hand:	Within 30 calendar days following the Bid Opening date, only for bid in excess of \$500k.

**V. PERSONNEL AND SUB-CONTRACTORS**

A. Personnel:

1. Superintendent - At all times, have on Site as the Contractor's agent, a competent professional, thoroughly experienced in the type of Work being performed (Superintendent). The Superintendent shall be considered key personnel and shall be approved by SRTA's Designated Representative prior to the commencement of Work. The Superintendent's main duties are to supervise the work crew. The Contractor's Superintendent shall:
  - a. Have a working cell phone with them during duty hours;
  - b. Be available at the Site when the Work is being performed under this Contract, and as requested;
  - c. Act as the Contractor's authorized agent in all communications with the SRTA; and
  - d. Be responsible for inspecting and reporting the need for major or emergency work immediately to the SRTA's Designated Representative.
2. Crew
  - a. Provide staff and staffing levels able to perform the Work in accordance with the requirements herein.
  - b. Use personnel who are competent, experienced, and skilled in all aspects of Pavement Preservation and Maintenance Services. The personnel performing these services will be under the sole responsibility of the Contractor.
3. The Contractor shall submit within ten (10) calendar days from the Notice of Contract Award date the names and twenty-four (24) hours phone numbers of the office and field personnel to be contacted in emergency situations.

**VI. UTILITY CONFLICTS**

- A. The Contractor shall be responsible for locating all utilities (such as water, gas, telephone, power, etc.) where required.
- B. The Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in this ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: [www.georgia811.com](http://www.georgia811.com) or by submitting a request on-line or by telephone. Contractor shall perform no Work until the Site is marked, or Georgia811 organization indicates that there are no buried utilities at the location. Utility owners should be contacted a minimum of three (3) business days prior to the

commencement of operations. Contractor may not commence Work until utilities have been marked at the Site(s).

- C. The Contractor shall promptly notify SRTA when the marking has been requested and when it has been accomplished. An email from the Contractor's Supervisor to the SRTA's Designated Representative shall be sufficient notification.
- D. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. All Utility owners with assets located within the footprint of the Work or to be impacted directly or indirectly by the Work shall be contacted a minimum of forty-eight (48) hours prior to the commencement of operations.
- E. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible.
- F. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of workers and the public.
- G. No additional payment will be made for adjusting existing utility facilities (manholes, valves, etc.) to grade, unless noted otherwise in this ITB or attachments.
- H. All existing utility facilities located within areas of the Work shall remain in place with proposed work to occur around these facilities, unless noted otherwise in this ITB or attachments.
- I. Unless noted otherwise in this ITB or attachments, no separate payment will be made for temporary drainage items. Cost will be included in overall bid submitted.

## **VII. SPECIAL TERMS AND CONDITIONS**

A. Inspections. SRTA will perform inspections to:

- 1. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor, and employees of SRTA safe.
- 2. Ensure that the Contractor adheres to the Contract requirements by inspecting during and after Pavement Preservation and Maintenance Services. Inspections should be during operations and after operations to assess quality and proper completion. SRTA may record inspections by taking photos of Contractor's Work with date/time stamp application. The photos will be used to document issues with application performance. SRTA will complete an Inspection/Compliance Form after inspecting the Work in progress and completed Work. Upon inspection, the SRTA's Designated Representative will notify the Contractor the SRTA's acceptance or rejection of the Work.

B. Material Quality Acceptance

- 1. Specific material to perform the described work must comply with the Specifications and be from a source listed on the GDOT's Qualified Products List (QPL). The Contractor is responsible for ensuring

that ALL material/products chosen by the Contractor is from a source approved by GDOT and is from the most current QPL List. The Contractor may access the QPL on line at <http://www.dot.ga.gov/PS/Materials/QPL> or may call the GDOT's Office of Materials and Testing at the number listed at the top right-hand corner of the applicable QPL for the most current sources.

2. The SRTA reserves the right to perform all sampling and testing in accordance with the Specifications referenced in this ITB. The Contractor must furnish the applicable certifications and documentation for all materials/products as required by the Specifications prior to the use or installation of such materials/products. Material which is not properly certified will be rejected.
3. The Contractor shall submit a list of all herbicides intended for use for the purpose of specifications on cut stump treatment applications as well as control of invasive vines, grasses and weeds. Include labels and Material Safety Data Sheets (MSDS) for each herbicide. The SRTA's Designated Engineer must approve or disapprove of the intended herbicide to be used prior to any applications being performed.