



**INVITATION TO BID NO: 20-013**

**Pavement Preservation Maintenance at Newnan, Powder Springs and Hamilton Mill Xpress Park and Ride Lots**

**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	September 3, 2019
Deadline for Bidders' Written Questions	September 12, 2019 2PM EST
SRTA Responses to Written Questions	September 17, 2019
Bid Due Date & Opening	October 3, 2019, 2 PM EST
Notice of Intent to Award	October 10, 2019
Notice of Contract Award	October 21, 2019

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**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 pavement preservation maintenance Work at the Newnan, Powder Springs and Hamilton Mill Xpress Park and Ride Lots. 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) October 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 SRTA ITB No. 20-013: ITB for Xpress Newnan, Powder Springs and Hamilton Mill Park and Ride Lot Repair Services

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 SRTA's discretion. 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/>. After the Bid Due Date and Opening, SRTA reserves the right to adjust the remainder of the proposed dates, including the dates for award, and the Contract term on an as needed basis with or without notice.

### 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. 20-013 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 (**Note: Offer Document #5 Bid Form, must be returned in Excel format in electronic copy**), 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. 20-013:  
ITB for Pavement Preservation Maintenance at Newnan, Powder Springs and Hamilton Mill Xpress Park  
and Ride Lots  
October 3, 2019 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 September 17, 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 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

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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 SRTA ITB No. 20-013: ITB for Xpress Newnan, Powder Springs and Hamilton Mill Park and Ride Lot Repair Services

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) (**Must be returned in an Excel format on the electronic version**);
- 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 (Subs and DBE Participation);
- Offer Document 13 (Technical Specifications of Contractor's Proposed High-Density Mineral Bond Material).

## 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 preservation maintenance work, mainly for pavements at the Xpress Park and Ride lots listed in the below table. The required works shall include those actions necessary to ensure the successful completion of the required works and the delivery of fully functional facilities.

Xpress Park & Ride Lot	Address	Geo Coordinates	
		Latitude	Longitude
Newnan	75 Hollz Pkwy, Newnan, GA 30265	33.403823	-84.723067
Powder Springs	5100 Powder Springs Dallas Rd, Powder Springs, GA 30127	33.867450	-84.701618
Hamilton Mill	3221 Sardis Church Rd, Buford, GA 30519	34.075263	-83.921733

### I. GENERAL INFORMATION

- A. The Contractor shall supply labor, Equipment, tools, means of transportation, traffic control, and incidentals to perform Work in accordance to attached and or referenced 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. The Contractor shall maintain the physical and functional integrity of the lots covered under this project.
- C. Prior to start of work, Contractor must inspect its equipment to ensure the equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any licenses, and permits required to satisfy the duties required herein.
- D. This Project does not require a Notice-Of-Intent (NOI).
- E. The data, together with all other information shown on any provided as-built plans, or in any way indicated hereby, whether by drawing or notes, or in any other manner, 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.
- F. 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.
- G. Contractors are encouraged to visit the location and familiarize themselves with existing sites conditions and quantities prior to submitting their bid. Contractors are responsible for obtaining and verifying the exact measurements.
- H. The Contractor shall be responsible for quality control. 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.

- I. 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 – Project Technical Specifications.

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.

## II. WORK DESCRIPTION

### A. Site Preparation:

- a. 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.
- b. Contractor shall remove vegetation from any cracks or joints 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.
- c. Contractor shall prepare any oil, gas or diesel spots with a suitable primer compatible with the sealcoating product. Contractor shall heat and scrape excess oil off pavement and apply applicable oil spot primer to promote adhesion of sealer.
- d. All cost associated with the site preparation work shall be included in the Bid Form under the pay-item # 151-1000, MOBILIZATION, SITE PREPARATION & EROSION CONTROL.

### B. Cracks and Joints Filling and Sealing:

- a. Contractor shall identify all visible cracks and joints within the pavement (in Portland cement concrete and/or asphaltic concrete), then mark only the cracks and joints approved by the SRTA's Designated Representative for filling and sealing.
- b. Contractor shall fill or seal the marked cracks and joints in the prepared pavement with rubber asphalt mixtures (either Type S or PMAR [polymer-modified asphalt rubber]) per the provided GDOT

Standard Provision 407 – Asphalt-Rubber Joint and Crack Seal. All applicable steps, processes, and requirements stipulated in the GDOT Standard Provision 407 – Asphalt-Rubber Joint and Crack Seal, shall be applied verbatim.

- c. All cost associated with the Cracks & Joints Filling & Sealing work shall be included in the Bid Form under the pay-item # 407-0020, ASPHALT-RUBBER JOINT AND CRACK SEAL (TYPE S OR PMAR).

C. Pavement Surface Sealcoating:

- a. Contractor shall identify all permeable pavement surfaces **NOT TO BE SEALCOATED**, then mark their boundary lines after the approval of the SRTA's Designated Representative.
- b. Contractor shall apply the HA5 or an approved equal high density mineral bond (HDMB) material on the prepared pavement surface per the specifications issued by the HA5 manufacturer (for the HA5 application) or per the specifications of the HDMB included in the Attachment #1 – Project Technical Specifications (for the application of an approved equal HDMB).
- c. Information about HA5 can be found at <https://preserveasphalt.com/ha5/>. Bid package proposing the use of HA5 shall include the HA5's storage, preparation, application, and curing specifications as Offer Document 14 (Technical Specifications of Contractor's Proposed High-Density Mineral Bond Material).
- d. The term "approved equal" shall mean "which meets by SRTA approval review, the minimum technical specifications of a high-density mineral bond material as specified in the Attachment #1 – Project Technical Specifications". Bid package proposing the use of an "approved equal" shall include as Offer Document 14 (Technical Specifications of Contractor Proposed High Density Mineral Bond Material), all necessary technical specifications of the HDMB material intended to be used instead of HA5, which demonstrates that the proposed approved equal material meets the minimum specification requirements of the HDMB as specified in the Attachment #1 – Project Technical Specifications.
- e. All cost associated with the Pavement Surface Sealcoating work shall be included in the Bid Form under the pay-item # 999-9998, HIGH DENSITY MINERAL BOND (HA5\* OR APPROVED EQUAL\*\*)

D. Re-stripping of Pavement Spaces, and Handicap Spaces:

- a. Contractor shall replace in kind (color & type [paint or thermoplastic]) all existing pavement markings covered by the sealcoating material. Contractor shall restripe and re-stencil all handicap spaces as specified in the GDOT Details #T-18 in the Attachment #1 – Project Technical Specifications.
- b. Contractor shall use the GDOT approved paints and/or thermoplastic materials and application processes. This work includes furnishing and applying reflectorized parking line paint according to the provided GDOT Standard Provision 652 – Painting Traffic Stripe and/or the GDOT Standard Provision 653 – Thermoplastic Traffic Stripe. All applicable steps, processes, and requirements stipulated in the GDOT Standard Provision 652 and 653 shall be applied verbatim.

- c. Restriping shall occur at least after the required number of days to permit the freshly applied sealcoating material to dry and cure. The required number of days is the number of days or the amount of time for curing specified by the sealcoating material manufacturer. Should there be NO mention of the number of days nor any amount of time specified by the manufacturer for curing, restriping shall occur at least three days after sealant application.
- d. All cost associated with the Re-striping of Pavement Spaces, and Handicap Spaces work shall be included in the Bid Form under the pay-item #652-9999, PAINTING TRAFFIC STRIPE and/or the pay-item #653-9999, THERMOPLASTIC TRAFFIC STRIPE.

E. Erosion Control:

- a. Should any ground disturbance occur, 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 disturbance activities. All cost associated with this section shall be included in the Bid Form under the pay-item # 151-1000, MOBILIZATION, SITE PREPARATION & EROSION CONTROL.
- b. As directed by the SRTA's Designated Representative, Contractor shall install permanently within flat non-grassed areas within or in the surrounding of the lot, Pine Needles. The exact location for the installation will be determined at the work site by the SRTA's Designated Representative after the Notice-To-Proceed (NTP) is issued, during mobilization. All cost associated with this section shall be included in the Bid Form under the pay-item # 702-9025, LANDSCAPE MULCH (PINE NEEDLES).
- c. As directed by the SRTA's Designated Representative, Contractor shall install permanently within eroded ground gutters or ditches in the surrounding of the lot, rip raps and its underlayment fabric as erosion control measure. The exact location for the installation will be determined at the work site by the SRTA's Designated Representative after the Notice-To-Proceed (NTP) is issued during mobilization. All cost associated with this section shall be included in the Bid Form respectively under the pay-item # 603-2180, STN DUMPED RIP RAP, TP 3, 12 IN and the pay-item # 603-7000, PLASTIC FILTER FABRIC.

F. Debris removal and Final Clean Up:

- a. The Contractor shall 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. No burning of debris is allowed on the Site.

- b. Contractor shall remove any and all remaining Materials, Equipment, and debris from Site prior to final payment. There is no suitable place to bury generated debris within the site. The Contractor shall provide an environmentally approved site to dispose of generated debris at no additional cost to SRTA.
- c. The Contractor shall power wash the bus boarding concrete area and all concrete sidewalks within the Powder Springs Park and Ride lot.
- d. All cost associated with the Debris removal and Final Clean Up work shall be included in the Bid Form under the pay-item #999-9999, POWER WASHING CONCRETE AREAS AND CONCRETE SIDEWALKS WITHIN THE LOT.

### III. SCHEDULE, WORK STAGING, AND HOURS OF OPERATION

- A. Contractor shall complete Work by the Project Acceptance Date, **which is sixty (60) calendar days from issuance date of the Notice-To-Proceed** from SRTA, unless otherwise directed by SRTA.
- B. 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 bid under the pay-item # 150-1000, TRAFFIC CONTROL.
- C. 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>. 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.
- D. 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.
- E. The Contractor shall provide to SRTA a detailed list of Equipment and name and title of each person assigned to the Project before mobilization.
- F. 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:  $\text{Schedule Variance (SV)} = \text{Earned Value (EV)} - \text{Planned Value (PV)}$ .
- G. Completion of work includes inspections by SRTA's Designated Representative, and any work required to correct deficiencies noted by the SRTA's Designated Representative.

- 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 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, Sealcoating, Restriping, Final Clean Up, and Equipment Demobilization.
- K. Should the Contractor's proposed schedule conflict with a State or Xpress 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.
- L. Traffic Control Requirements: Maintain traffic during the execution 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 cost associated with the traffic control shall be included in the bid under the pay-item # 150-1000 – Traffic Control.

#### **IV. PERSONNEL AND SUB-CONTRACTORS**

- A. Personnel:
  - a. 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:
    - i. Have a working cell phone with them during duty hours;
    - ii. Be available at the Site when the Work is being performed under this Contract, and as requested;



- iii. Act as the Contractor's authorized agent in all communications with the SRТА; and
  - iv. Be responsible for inspecting and reporting the need for major or emergency work immediately to the SRТА's Designated Representative.
- b. Crew
- i. Provide staff and staffing levels able to perform the Work in accordance with the requirements herein.
  - ii. 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.
  - iii. The Contractor shall submit within **ten (10) calendar days from the Notice of Contract Award** date the names and twenty-four (24) hour phone numbers of the office and field personnel to be contacted in emergency situations.

## V. 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 SRТА when the utility marking has been requested and when it has been accomplished. An email from the Contractor's Supervisor to the SRТА'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. 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.

## VI. SPECIAL TERMS AND CONDITIONS

A. SRTA Inspections.

SRTA will perform inspections to:

- a. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor, and employees of SRTA safe.
- b. Ensure that the Contractor adheres to the Contract requirements by inspecting during and after the installation work. 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 final inspection, the SRTA's Designated Representative will notify the Contractor the SRTA's acceptance or rejection of the Work.
- c. Ensure that specific material to perform the described work comply with the Specifications and be from a source listed on the GDOT's Qualified Products List (QPL), unless otherwise noted. 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 online 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.

- B. SRTA reserves the right to perform all 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/device. Material/device which is not properly certified will be rejected.

**VII. WARRANTY**

For any work related directly to the HA5 or any approved equal HDMB material, the warranty section of the Attachment #1 – Project Technical Specifications shall apply. For any other work, applicable warranty requirements specified in the GDOT Standard Specifications Construction of Transportation Systems Manual and its Supplemental Specifications shall apply.