



**DeKalb County
Department of Purchasing and Contracting**

Maloo Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

March 7, 2022

**INVITATION TO BID (ITB) NO. 22-101490
FOR
GATEWAYS LANDSCAPE, MAINTENACE AND ENHANCEMENTS PROJECT
(ANNUAL CONTRACT WITH TWO OPTIONS TO RENEW)**

DEKALB COUNTY, GEORGIA

Procurement Agent: Phyllis A. Head
Phone: 404-687-7198
Email: phead@dekalbcountyga.gov

Mandatory DeKalb First LSBE Meeting: March 9 & 16, 2022
(Bidders must attend 1 meeting on either Zoom Video and/or Audio Conferencing
of the dates listed in person or via video To attend the 10:00am Mandatory Prime/LSBE Meeting
conference.) via video conferencing, Join Zoom Meeting:
<https://dekalbcountyga.zoom.us/j/157231430>
To attend the 2:00pm Mandatory Prime/LSBE Meeting via
video conferencing, Join Zoom Meeting:
<https://dekalbcountyga.zoom.us/j/308537243>
Please utilize audio conferencing if you are unable to access
the Zoom Meeting, dial: 1-888-270-9936 Conference code
107222.

Non-Mandatory Pre-Bid Conference: March 14, 2022 @2:00 p.m.
Zoom: <https://dekalbcountyga.zoom.us/j/89699065939>

Deadline for Submission of Questions: 5:00 P.M. ET, March 22, 2022
Bid Opening: 3:00 P.M. ET, April 6, 2022
Price Schedule Opening: 3 – 5 Business days after Bid Opening

FIRM'S NAME AND ADDRESS: (Street, City, State and Zip Code. Type or print): Federal Tax ID No. _____ ARE YOU A DEKALB COUNTY FIRM? Yes ___ No ___	TELEPHONE AND FAX NUMBERS WITH AREA CODE: Phone: _____ Fax: _____ E-mail: _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN BID AND DATE: _____	SIGNER'S NAME AND TITLE (Type of Print): _____

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS BID TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER.

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INVITATION TO BID OVERVIEW

A. PURPOSE:

DeKalb County Government (the County) is soliciting bids for **ITB No. 22-101490 for Gateways Landscape, Maintenance and Enhancements Project (Annual Contract with Two Options to Renew) from** responsible bidders.

B. GENERAL INFORMATION:

1. BID TIMETABLE:

The anticipated schedule for the bid process is as follows:

Date Issued:	March 7, 2022
Mandatory DeKalb First LSBE Meeting: (Bidders must attend 1 meeting on either of the dates listed.)	March 9 & 16, 2022 Zoom Video and/or Audio Conferencing To attend the 10:00am Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https:// dekalbcountyga.zoom.us/j/157231430 To attend the 2:00pm Mandatory Prime/LSBE Meeting via video conferencing, Join Zoom Meeting: https://dekalbcountyga.zoom.us/j/308537243 Please utilize audio conferencing if you are unable to access the Zoom Meeting, dial: 1-888-270-9936 Conference code 107222.
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Deadline for Submission of Questions:	5:00 P.M. ET, March 22, 2022
Bid Opening:	<u>3:00 P.M. ET, April 6, 2022</u>
Price Schedule Opening:	3 – 5 Business days after Bid Opening
Bids Valid Until:	Bids shall be valid for 90 days from and including the bid opening date.

Sealed bids are to be addressed and delivered to:

DeKalb County Department of Purchasing and Contracting
Maloof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030, not later than **3:00 P.M. ET, April 6, 2022.**

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED
ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL
NOT BE CONSIDERED FOR AWARD*****

Submit **one original bid package** (inclusive of the entire Invitation to Bid document and required documents with the exception of the price schedule) stamped “Original” and **two sealed identical copies** stamped “Copy” of the bid package to the address listed above.

2. CONTACT PERSON:

The contact person for this bid is **Phyllis A. Head, Procurement Manager**. General inquiries concerning the meaning or interpretation of this Invitation to Bid (ITB) may be requested from the contact person via telephone at 404-687-7198 or via email at phead@dekalbcountyga.gov

Questions and requests for information or clarification concerning the specifications in this ITB must be submitted to the above listed contact person via email no later than the date and time listed in the bid timetable. Questions and requests received after the above stated time or sent to anyone other than the listed contact person will not receive a response or be the subject of addenda.

3. QUESTIONS:

All requests must be in writing. Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, drawings, specifications, requirements, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. If any statement in the bidding documents, specifications, plans, etc., appear ambiguous to the Bidder, Bidder is specifically instructed to make a written request to the Department of Purchasing and Contracting as outlined *in* the preceding sentence. Any information given to a prospective bidder concerning an Invitation to Bid will be furnished to all prospective bidders, as an addenda to the Invitation, if such information is necessary to bidders in submitting bids on the Invitation or if the lack of such information would be prejudicial to uninformed bidders. Oral explanations or instructions given before the award of the contract will not be binding. **Questions must be submitted no later than 5:00 pm EST on “March 22, 2022.”**

4. ADDITIONAL INFORMATION/ADDENDA:

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the responsibility of the Bidder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the DeKalb County Department of Purchasing and Contracting as requested. Bidders may contact the above listed contact person to verify the number of addenda prior to submission. Addenda issued for this ITB will be posted on DeKalb County’s website, www.dekalbcountyga.gov/formal bids. Bidder should regularly check the County’s website for addenda.

INVITATION TO BID PROCEDURES

BIDDER INFORMATION:

1. **FAILURE TO SUBMIT THE PRICE SCHEDULE IN A SEPARATE SEALED ENVELOPE SHALL DEEM THE BID NON-RESPONSIVE. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF ITS SEPARATE, SEALED ENVELOPE WILL RESULT IN BIDDER'S BID BEING DEEMED NON-RESPONSIVE.**
2. Failure to return all pages of this Invitation to Bid may result in bid being deemed non-responsive.
3. Minimum specifications are intended to be open and non-restrictive. Contractors are invited to inform the DeKalb County Department of Purchasing and Contracting whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled bid opening will not be acted upon unless the DeKalb County Department of Purchasing and Contracting rules that it is in the best interest of the County to consider.
4. Brand names and numbers when provided in solicitations are for reference and to establish a quality standard. Any reference to a brand name shall not be construed as restricting Bidders to that manufacturer (unless "no substitutes" is stated). Bids on equal items will be considered, provided the bid clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
5. By submitting a bid, Bidder warrants that any goods or services supplied to DeKalb County Government meet or exceed the specifications set forth in this solicitation.
6. If any supplies, materials, and equipment are provided to the County under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer's identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to the County will be deemed to have breached the contract and appropriate action will be taken by the DeKalb County Government Purchasing and Contracting Department.
7. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Bidder cannot meet the required service delivery dates, a bid should not be submitted. Failure to deliver in accordance with the contract could result in the Contractor being declared in default.
8. Bid Withdrawal
Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bids shall be based upon Part 3, Section IV, F. within the DeKalb County Purchasing Policy.

9. Expenses of Preparing Responses to this ITB

The County accepts no responsibility for any expenses incurred by Bidders who submit bids in response to this ITB. Such expenses are to be borne exclusively by the Bidders.

10. It is the responsibility of each Bidder to ensure that its submission is received by 3:00 p.m. on the bid due date. The time/date stamp clock located in the Department of Purchasing & Contracting shall serve as the official authority to determine lateness of any bid. The bid opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Bidders should plan enough time to ensure that they will be able to deliver their submission prior to our deadline. Late submissions, for whatever reason, will not be evaluated. Bidders should plan their deliveries accordingly. Telephone or fax bids will not be accepted.

11. Price Schedule openings shall be conducted in the Department of Purchasing and Contracting three (3) to five (5) days after the bid opening. Only the Price Schedules of responsive bidders shall be opened. The County reserves the right to decide which bid(s) will be deemed responsive and said determination shall be made in accordance with the requirements stated in this solicitation.

12. Federal Work Authorization

Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. The Bidder certifies that he/she has complied and will continue to comply throughout the contract term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the contract term.

13. LSBE Information

a. It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts. The current DeKalb County List of Certified Vendors may be found on the County website at <http://www.dekalbcountyga.gov/purchasing/>.

b. It is required that all responding Bidders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Bidder's response in order to remain responsive. Attendance can be in person, via video conference and teleconference. Video conferencing is available through Skype/Lync. Instructions for attendance via video conference can be found on the County's website at <https://www.dekalbcountyga.gov/purchasing-contracting/dekalb-first-lsbe-program>.

- c. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact a LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

14. First Source Jobs Information

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company's hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met.

For more information on the First Source Jobs Ordinance requirement, please contact WorkSource DeKalb at www.dekalbworksource.org or 404-687-3400.

15. Attention to General Terms and Conditions

Bidders are cautioned to thoroughly understand and comply with all matters covered under the General Terms and Conditions section of this ITB. The successful Bidder(s) will enter into a contract approved by the County. The County's ITB document and attachments, subsequent County addenda, and the Bidder's response documents are intended to be incorporated into a contract. All Bidders should thoroughly review this document prior to submitting a bid. Any proposed revisions to the terms or language of this document must be submitted in writing with the bid. Since proposed revisions may result in a bid being rejected if the revisions are unacceptable to the County, bidders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award is made.

16. Required Signatures

Bids must be signed by an officer or agent of the firm having the authority to execute contracts.

17. Ethics Rules

Bidders are subject to the Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, the Code of DeKalb County; and the rules of Executive Order 2014-4. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A, the Code of DeKalb County, and the rules of Executive Order 2014-4 allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a CEO employee by a contractor doing business with the County, the contractor must provide written disclosure, quarterly, of the exact nature

and value of the purchase to the Chief Integrity Officer, if created, or the Finance Director or his/her designee. Every contractor conducting business with the County will receive a copy of these ethical rules at the time of execution of the contract.

18. Business License

Bidders shall submit a copy of its current, valid business license with its Bid. Georgia companies are to submit a valid county or city business license. Contractors that are not Georgia companies are to provide a certificate of authority to transact business in the State of Georgia and a copy of a valid business license issued by its home jurisdiction. If Bidder holds a professional certification which is licensed by the state of Georgia, then Bidder may submit a copy of its valid professional license with Bidder's bid or upon award unless the Minimum Specifications require submittal with the bid. Any license submitted in response to this ITB shall be maintained by the Contractor for the duration of the contract.

BID SUBMITTAL:

1. All bids should be completed in ink or typewritten. Errors should be crossed out and corrections entered in ink or typewritten adjacent to the error. The person signing the bid should initial corrections in ink.
2. Bidders shall complete and submit Attachment A - Required Documents Checklist and all documents responsive to this requirement with the bid submittal.
3. If applicable, provide evidence that the Bidder is a DeKalb County Firm.
4. Bids must be submitted in a sealed envelope(s) or box(es) with the Bidder's name and **"ITB No. 22-101490 and Gateways Landscape, Maintenance and Enhancements Project (Annual Contract with Two Options to Renew) "** on the outside of each envelope or box. All Bidders delivering submittals via delivery services, please place the sealed bid envelope(s) or box(es) inside the delivery service envelope(s) or box(es). Bidders are responsible for informing any delivery service of all delivery requirements. No responsibility shall attach to the County for the premature opening of a submission not properly addressed and/or identified. The Decatur postmaster will not deliver certified or special delivery mail to specific addresses within DeKalb County Government.

C. Contract Award:

1. Bids submitted will be evaluated and recommended for award to the lowest, responsive, and responsible Bidder(s).
2. The intent of this bid is to make an all-award; however, the County reserves the right to award by line item or multiple awards. The County may accept any item or group of items on any bid, whichever is in the best interest of DeKalb County.
3. The County reserves the right to reject any and all bids, to waive informalities, and to re-advertise.

4. The judgment of DeKalb County Purchasing and Contracting on matters, as stated above, shall be final. The County reserves the right to decide which Bid will be deemed lowest, responsive, and responsible.

GENERAL TERMS AND CONDITIONS

- A. In the event of a conflict between any provisions contained in any of the documents governing this transaction, the following shall be the order of precedence: Change Orders or modifications; the Bidder's accepted bid; and the County's ITB.
- B. The Bidder's services shall include all things, personnel, and materials necessary to provide the goods or services that are in compliance with the specifications as authorized by the County.
- C. Bidder extends to the County the option to renew the contract for two (2) additional one year terms, under the same price(s), terms and conditions, and in accordance with Paragraph L, *Term*.

D. DELIVERY:

Delivery of services or goods will commence within five (5) calendar days upon request.

Bidder state agreement: Yes _____ No _____

Contact Person: Tina Phan_____

Telephone Number: 404-294-2708 Cellular Phone Number: _____

Address: DeKalb County Streets and Rights of Ways_____

Alternate delivery time may be considered provided it is so stated. Bidder state alternate terms for delivery or services below.

All prices are to be firm, F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Delivery must be made between 9:00 A.M. and 2:30 P.M. Monday through Friday, unless otherwise required. The successful bidder shall give a 24-hour prior notice of delivery to Department or Division calling in the order, and must ask for caller's telephone number as well as Purchase Order form and address, since 24-hour Notice of Delivery is required. The County will unload after prior notice.

E. DELIVERIES BEYOND THE CONTRACTUAL PERIOD:

This contract covers all requirements that may be ordered, as distinguished from delivered, during the contract term. This is for the purpose of providing continuity of supply by permitting the County to place orders as requirements arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

F. FOREIGN PRODUCTS:

DeKalb County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that items offered on this bid is/are manufactured and produced in the United States.

Yes _____ No _____

If “No”, state the exact location of plant or facility where items will be produced:

G. COUNTY REQUIREMENT:

The contract will be an “Indefinite Quantity” type with County requirements to be satisfied on an “as ordered” basis. The County makes no promise, real or implied, to order any quantity whatsoever. This invitation and resulting contract will provide for the normal requirements of DeKalb County, and contracts will be used as primary sources for the articles or services listed herein. Articles or services will be ordered from time to time in such quantities as may be needed. As it was impossible to determine the precise quantities of items described in this invitation that will be needed during the contract term, each contractor is obligated to deliver all articles and services that may be ordered during the contract term.

H. WARRANTY AND/OR GUARANTY:

Contractor warrants that its services under this Agreement shall be free of defects in materials and workmanship for a period of ninety (90) days. The Contractor shall not be liable for indirect, special, or exemplary damages. The Contractor shall be liable for direct damages.

I. SAMPLES & TESTING:

Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the County, at no expense to the County. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Invitation to Bid. Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are known, without prejudice to any final adjustments, rejecting the unused portion of the delivery and payment will be made on an adjusted basis for the used portion. The costs of inspections and tests of any item which fails to meet the advertised specifications shall be borne by the bidder.

J. LITERATURE:

When the bidder proposes to furnish another product, he is required to furnish, with his bid, literature describing the item(s) being offered. Failure to furnish this literature may result in the bid being deemed non-responsive.

K. SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

L. TERM:

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed (“Commencement Date”). The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with two (2) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First annual Renewal Term, the parties have the option to renew this Agreement for a Second annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each annual Renewal Term. Each option to renew must be exercised prior to the beginning of each annual Renewal Term and, is only effective upon adoption and approval by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

M. PRICING:

Alterations to the Price Schedule may result in the Bidder being deemed non-responsive and its bid may be rejected.

1. Price Reductions: If at any time after the date of award, the Contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this paragraph. For purposes of this paragraph, a general price reduction shall mean any reduction in the price of an article or service offered:
 - To Contractor's customers.
 - In the Contractor's price schedule for the class of customers; i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract.

The Contractor shall invoice the County at such reduced price indicating on the invoice that the reduction is pursuant to General Terms and Conditions, paragraph I. as stated within the ITB.

2. Price Escalation Clause: During the life of the contract, the awarded bidder shall furnish price lists to the County for increases, and those of the bidder's supplier (e.g. factory) increases, as prices change. The bidder must also provide a list of the supplier's (e.g. factory's) previous price(s) to the County for purposes of comparison. Price changes will be in effect only after receipt and approval by the Director of the Department of Purchasing and Contracting. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) must be submitted to the Department of Purchasing and Contracting, Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030.
3. By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor,

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor: and

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

N. PAYMENT:

1. The County shall pay the Contractor based upon the accepted bid prices submitted by Bidder. Invoices should be signed by the Bidder or authorized delegate and must contain the authorizing DeKalb County Purchase Order (PO) and/or Contract Purchase Agreement (CPA) Number in order for payment to be processed. PO Number must also be on the delivery ticket.

A Contract Purchase Agreement is being issued in lieu of a formal contract. Any reference to a contract refers to the CPA.

2. Invoice(s) must be submitted as follows:

Vendor invoices:

Sanitation Division
3720 Leroy Scott Drive
Decatur, GA 30032
Attn: Sonji Davis

For notices:

Chief Financial Officer
DeKalb County Department of Finance
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

- a. Upon award, Prime Contractor(s) with Local Small Business Enterprise (LSBE) Subcontractor(s) shall enter utilization reports electronically at www.dekalblsbe.info. Proof of payment to the LSBE Subcontractor must be uploaded and submitted. LSBE Subcontractors shall confirm receipt of payment from the Prime, electronically also, at www.dekalblsbe.info.
3. The County's official payment terms are Net 30. Payment dates that fall on a weekend or on a holiday will be issued on the County's next business day.

O. ACCURACY OF WORK:

The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

P. ADDITIONAL WORK:

The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

Q. OWNERSHIP OF DOCUMENTS:

All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. Any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

R. RIGHT TO AUDIT:

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support whose records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's

employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such locations is available, then the books, records and supporting documents shall be made available for audit at a time and location which is convenient for the County.

S. SUCCESSORS AND ASSIGNS:

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

T. REVIEWS AND ACCEPTANCE:

Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

U. TERMINATION OF AGREEMENT:

The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. Both parties may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of the party, elect to terminate the Contract by delivering to the other party, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to the other party at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

V. INDEMNIFICATION AGREEMENT:

The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

W. INSURANCE:

Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect

Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:

(a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;

(1) Employer's liability insurance by accident, each accident \$1,000,000

(2) Employer's liability insurance by disease, policy limit \$1,000,000

(3) Employer's liability insurance by disease, each employee \$1,000,000

(b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;

(c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;

(d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.

(e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

(a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation and professional liability insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.

(b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.

(c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

(a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;

(b) Certificates to contain the location and operations to which the insurance applies;

(c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;

(d) Certificates to contain Contractor's contractual liability insurance coverage;

(e) Certificates are to be **issued** to:

DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

5. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

6. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

7. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

8. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

9. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

10. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

X. GEORGIA LAWS GOVERN:

The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

Y. VENUE:

This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

Z. COUNTY REPRESENTATIVE:

The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

AA. CONTRACTOR'S STATUS:

The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

BB. SOLE AGREEMENT:

This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the award of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein.

CC. SEVERABILITY:

If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

DD. NOTICES:

Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the Director of the Department of Purchasing and Contracting or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the Director of the Department of Purchasing and Contracting or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Procurement Officer
Department of Purchasing and Contracting
Malooof Administration Building
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

If to the Contractor:

Notices shall be sent to the contact information that is listed in the Bidder's Response to the ITB.

EE. GEORGIA OPEN RECORDS ACT:

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the Responder person or entity making the submission, unless a court order is presented with the submission. Bidders or Responders may wish to consult an attorney or obtain legal advice prior to making a submission.

FF. COOPERATIVE PROCUREMENT:

The County through the Department of Purchasing & Contracting may permit piggybacks to this contract from other city, county, local authority, agency, or board of education if the vendor will extend the same prices, terms, and conditions to the city. Piggybacking shall only be available where competition was used to secure the contract and only for a period of 12-months following entry, renewal or extension of the contract. This provision shall not apply to any contract where otherwise prohibited or mandated by state law.

MINIMUM SPECIFICATIONS

I. INTRODUCTION

DeKalb County Beautification is seeking for contractor(s) to provide landscaping and enhancement services at six (6) gateway locations throughout the county. The services consist of four (4) components including design, installation, continue landscaping enhancements and maintenance, and litter removal services. The locations include:

- Candler Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp.*) Exhibit A1
- Panola Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp.*) Exhibit A2
- Westley Chapel Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp.*) Exhibit A3
- Chamblee-Tucker Road @ I-285 Intersection (*include all four (4) sides of the GDOT ramp.*) Exhibit A4
- Chamblee-Tucker Road Median (*Starting from I-285 to Presidential Pkwy.*) Exhibit A5
- Flats Shoals Pkwy. Median (*Starting from Clifton Springs Rd. to Westley Chapel Rd.*) Exhibit A6

II. SCOPE OF WORK

A. Design

1. Bidder shall submit a constructive detailed landscaping design for each of the specified locations:
 - Candler Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp*) Exhibit A1
 - Panola Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp*) Exhibit A2
 - Westley Chapel Road @ I-20 Intersection (*include all four (4) sides of the GDOT ramp*) Exhibit A3
 - Chamblee-Tucker Road @ I-285 Intersection (*include all four (4) sides of the GDOT ramp and the median starting from I-285 to Presidential Pkwy.*) Exhibit A4

Note: Irrigation system is not required.

2. Provide a minimum of 11x17 size concept sketch board for each location.
3. Bidder must specify the plants type, sizes, quantities, spacing of each proposed plants type.
4. On exhibits A 1- 4, please provide a complete list of trees, plants, seasonal flowers, ornamental shrubs, pine straw/mulch and other plant species proposed for each location. *Note: Invasive plants that are non-native to the ecosystem, environmental harmful, economic cause, etc., are prohibited for use in this project. Georgia grown plants are strongly encouraged. See Exhibit 9 for list of restricted plants.*
5. Provide type of applicable ground cover. *Note: Only Bermuda sod is approved for this contract and for the entire length of the DOT ramp.*

6. Ornamental shrubs and/or ground cover used for mitigation are to be spaced for total coverage in two (2) years.
7. The proposed designs shall also include list of trees, plants, seasonal flowers, ornamental shrubs, and/or other plant species, pine straw/mulch to be replaced for each season.
8. When landscape enhancement replacement plants are required:
 - Provide a landscape design proposal plan for replacement plants at a ratio of one-half (1/2) of the total caliper inches of trees removed and one-fourth (1/4) of the total square feet of existing native understory vegetation removed.
 - Thirty percent (30%) of the replacement shrubs and seventy-five percent (75%) of replacement trees shall be native species or cultivars of native species.
 - Seventy-five percent (75%) of all proposed trees shall be large-canopy, hardwood shade trees.
 - Grass all disturbed ground areas not planted in trees and shrubs.
9. On exhibits A5 - 8, please provide a complete list of seasonal replacing trees, plants, seasonal flowers, ornamental shrubs, pine straw/mulch and other plant species proposed for each location. *Note: Invasive plants that are non-native to the ecosystem, environmental harmful, economic cause, etc., are prohibited for use in this project. Georgia grown plants are strongly encouraged. See Exhibit A9, enclosed herein, for list of restricted plants.*
10. Bidder shall identify any proposed initial removal of existing trees, plants, ornamental shrubs, objects, etc. from each location. *Note: No tree removal, pruning, or ground disturbance shall take place within any stream buffer.*
11. The minimum size of plant materials at time of planting is:
 - 1 – 1 ½ “for large canopy shade trees
 - 4 – 5’ tall for small flowering trees
 - 4 – 5’ tall for evergreen trees
 - 2 ½ - 3’ tall for evergreen shrubs

B. Installation

1. The awarded Contractor shall be familiar with all GDOT policies & procedures regard to landscaping and enhancements.
2. The awarded Contractor is responsible for soil testing, and installation of all plants, flower, ornamental shrubs, pine straw/mulch in accordance with the approved design for each location.
3. The contractor shall provide a guarantee on all installed landscape designs. All approved and installed plants shall remain alive and healthy within twelve (12) months after installation. All dead, diseased plants shall be removed and replaced by the contractor at his/her own expense.
4. The Contractor shall properly bag all trash, debris, litter removed from designated work areas upon completion of the task. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.
5. Prior to installation, the Contractor shall check for all underground utilities.

6. The minimum size of plant materials at time of planting is
 - 1 – 1 ½ “ for large canopy shade trees
 - 4 – 5’ tall for small flowering trees
 - 4 – 5’ tall for evergreen trees
 - 2 ½ - 3’ tall for evergreen shrubs

C. One-Time Landscaped Enhancement

1. There are two (2) locations that require a one-time enhancement using existing landscape. The locations include:
 - Chamblee-Tucker Road Median (*Starting from I-285 to Presidential Pkwy.*) Exhibit A5
 - Flatshoals Pkwy. Median (*Starting from Clifton Springs Rd. to Westley Chapel Rd.*). Exhibit A6
2. No trees, plants, ornamental shrubs, shall be removed or installed from/to existing landscape.
3. On Attachment C, bidder shall provide a proposed one-time enhancement plan for each location using the existing landscape.

Note: The above median locations are county’s properties, therefore, GDOT policies and requirements are not applicable.

D. Continued Landscaping Enhancement and Maintenance

1. The awarded Contractor shall be responsible for caring, enhancement, and maintaining of the installed landscape.
2. All landscaped areas shall be fertilized as needed. An application schedule along with the specified products must be submitted and approved by the County prior to each application.
3. Upon needed, the Contractor shall be responsible for the immediate control and identification of any insect or disease that may arise in any landscaped area.
4. Year round mowing, weeding, enhancement and maintenance around the landscaped areas shall be done every two weeks.
5. All grassed areas shall be uniformly cut to a minimum height of 1”, but no higher than 2”, unless otherwise directed by the department. *Note: In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict at the contractor’s own expense.*
6. The Contractor shall ensure that its operation does not cause rutting or damage to the ditch slopes. The vendor shall be solely responsible for repairing any damage caused by the normal mowing operations to the ditches. If rutting occurs, the Contractor shall hand mowing only.
7. The Contractor shall take cautious and mow within reasonable limit for grass on undamaged slopes with adequate cover that are no steeper than 3:1. This option is not recommended on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.
8. A hand carried equipment is required for trimming in areas that are inaccessible for mowing equipment. In such instances, the contractor shall mow the grass to a height of six (6) inches, unless a special request is made by the department.

9. Prior to mowing, the contractor shall be responsible for removing all litter and debris from all grassed areas.
10. Upon each service completion, the Contractor shall keep the entire serviced area neat and clean.
11. To prevent projectiles from being thrown around, mowers need to have guards on their mowing decks.
12. The entire length of the DOT ramp shall be edged after each mowing event.
13. All seasonal/annual landscape flowers, ornamental shrubs, etc. shall be replaced at the beginning of each calendar season (Spring, Summer, Fall, & Winter).
14. On Attachment B, please indicate the flowers, ornamental shrubs type, size and spacing of the replacing plants for each calendar season.
15. The cost to replace all proposed plant materials shall be included in the bid price.
Note: The County is responsible to replace all ornamental plants that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen circumstances. However, if the County determines that the poor condition of ornamental plants is due to improper maintenance, the Contractor shall be responsible for replacing such ornamental plant at his/her own expense.
16. Perennial ornamental shrubs shall be pruned as needed.
17. Dead or diseased plants shall be removed and replaced as needed.
18. Necessary landscape pine straw/mulched areas shall be replenished at a minimum of one time a year in December.
19. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

E. Weekly Litter/Debris Removal

1. The awarded Contractor shall perform litter removal once a week for the entire DOT ramp length landscape project.
2. The Contractor shall provide all labor, safety, materials, litter bags, supplies, tools, transportation equipment, and anything else necessary for the performance of high-quality litter removal at the locations listed in these specifications.
3. The Contractor shall maintain the designated areas/locations in a manner that results in a clean and satisfactory, free of litter, garbage, refuse, and other debris in accordance with the specifications herein.
4. The Contractor shall properly bag all litter and removed from all designated areas upon completion of the task. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.
5. The Contractor shall complete the litter removal operations in such a manner so as not to damage the existing ground areas or roadside obstacles.
6. The Contractor shall be responsible for the safety and the conduct of his/her personnel at all times within the service area.
7. The Contractor shall provide and place litter removal work signs for all designated locations. Signs must be visible to the public.

III. OPERATIONAL GUIDELINES

- A. The Department will conduct inspections for the sites serviced/maintained within twenty-four (24) hours of completion.

- B. Notification of unsatisfactory work will be communicated to the vendor and correction of deficiency is required to be completed within twenty-four (24) hours from notification.
- C. No storage or service of equipment shall take place on work sites, except in unforeseen circumstances. *Note: The County will not be liable for any damages caused to Contractor's property while at work sites.*
- D. Should the Contractor be obstructed or delayed in the execution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the department immediately by telephone and in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- E. The Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas or roadside obstacles.
- F. The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, insurance, proper safety measures, and all incidentals necessary to complete the required work as described herein.
- G. The Contractor shall be responsible for all maintenance and repair of equipment and the availability presence, and supervision of all employees.
- H. The safety aspects of the operation must be followed to ensure the safety of the citizens. Safety is the responsibility of the Contractor.
- I. The Contractor shall be liable for any damages caused by its employees and/or its sub-contractor during service. In such event, the Contractor shall be responsible for the replacement or the repair of damaged property. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the County, the cost of such work and repair shall be deducted from the Contractor's payment. It is highly recommended the Contractor document by means of video or picture to verify that damage was done prior to the mowing operation.
- J. The Contractor shall immediately notify the County designee on any safe issues, concerns, or incidents.
- K. At least once a month, the Contractor shall take the before and after picture of each work site and submit them to the county.
- L. The County reserves the right to require additional site services upon request. The County will be responsible for the cost of additional service. The scope of service and all expectations are the same as specified herein. In the case of additional site service is required, the contractor shall provide a price quote and shall obtained County's approval prior to the beginning of the additional work.

IV. TRAFFIC REQUIREMENTS

- A. Where required, maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price and shall conform to the Georgia Department of Transportation (GDOT) most current edition of Construction Standards and Details for Design, Construction and Maintained Systems and the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. These documents can be obtained online from the GDOT website: www.dot.ga.gov
- B. All costs associated with traffic control must be included with the Unit Price. If the Contractor does not comply with the FHWA and MUTCD (i.e. signs qualified flagmen, barricades), the County reserves the right to direct the vendor to cease operations until

deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

- C. The work shall be carried out so as to not interfere unnecessarily or improperly with the passage of pedestrians and vehicles.
- D. If conditions are such that temporary traffic signals and signs illuminated or otherwise are necessary, then these will be provided and maintained by the Contractor.
- E. Contractor shall comply with any special traffic requirements of DeKalb County in which the work may be conducted.
- F. Prior approval from GDOT and/or the County is required for any lane closures related to this project.

V. SITE VISIT AND INSPECTION

- A. Prior to the pre-bid meeting, bidder shall be responsible for conducting site visit of the service locations on his/her own time, and to familiarize himself/herself with the conditions of each site prior to submitting a bid proposal.
- B. Bidder shall be responsible for measuring the entire length of the DOT ramp.

VI. AWARD

- A. This bid may be awarded to one or multiple bidders based on the best interest of the County. If multiple awards, one contractor will be awarded for the design, installation, and continued maintenance or Price Schedule Items 1, 2 & 3. One contractor will be awarded for the litter/debris removal service.
- B. The DeKalb County reserves the right to award this contract in full or in partial based on the best interest of the County. If partially awarded, one or more location(s)/service(s) may be removed from the project in its entirety. It may get deferred to a later time during the contract term.

VII. GDOT REQUIREMENTS

- A. This landscaping project is mostly on GDOT properties, except for the two (2) median locations that belong to the DeKalb County. In addition to the requirements specified herein, the awarded contractor(s) shall also be familiar with the GDOT policies and procedures enclosed hereby as Exhibit 9, GDOT Publications Policies & Procedures. This document can also be found at the following link: <http://mydocs.dot.ga.gov/info/gdotpubs/Publications/6755-9.pdf>

PRICE SCHEDULE

*****PRICE SCHEDULE MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR BIDDER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD. INCLUDING THE PRICE SCHEDULE IN ANY AREA OUTSIDE OF THE SEPARATE SEALED ENVELOPE WILL RESULT IN THE BID BEING DEEMED NON-RESPONSIVE.*****

PRICE SCHEDULE		
Item #	Description	Total
1	<p>One-time Landscaping Design at Four (4) Locations as Specified under the Scope of Work, Item A, Design. Bidder indicates hereby the unit price per each location:</p> <p>1. Candler Road @ I-20 Intersection \$ _____</p> <p>2. Panola Road @ I-20 Intersection \$ _____</p> <p>3. Westley Chapel Road @ I-20 Intersection \$ _____</p> <p>4. Chamblee-Tucker Road @ I-285 Intersection \$ _____</p>	\$ _____
2	<p>One-time Landscaping Installation as Specified under the Scope of Work, Item B, Installation. Bidder indicates hereby the unit price per each location, include all four (4) sizes of GDOT ramp:</p> <p>1. Candler Road @ I-20 Intersection \$ _____</p> <p>2. Panola Road @ I-20 Intersection \$ _____</p> <p>3. Westley Chapel Road @ I-20 Intersection \$ _____</p> <p>4. Chamblee-Tucker Road @ I-285 Intersection \$ _____</p> <p>5. Please indicate total estimated timeframe for installation: _____</p>	\$ _____
3	<p>One-time Enhancement Using Existing Landscape at Two (2) Median Locations as Specified under the Scope of Work, Item C, One-Time Landscaped Enhancement:</p> <p>1. Chamblee-Tucker Road Median \$ _____</p> <p>2. Flatshoals Pkwy. Median \$ _____</p>	\$ _____

PRICE SCHEDULE C

Item #	Description	Total
4	Every Two-Week Enhancement and Maintenance Service as Specified under the Scope of Work, Item C, Landscaping Enhancement and Maintenance. Bidder indicates hereby the unit price per each location, include all four (4) sides of applicable GDOT ramp: 1. Candler Road @ I-20 \$ _____ 2. Panola Road @ I-20 \$ _____ 3. Westley Chapel Road @ I-20 \$ _____ 4. Chamblee-Tucker Road @ I-285 \$ _____ 5. Chamblee-Tucker Road Medians \$ _____ 6. Flatshoals Pkwy. Medians \$ _____	\$ _____
5	Weekly Litter/Debris Removal Service as Specified under the Scope of Work, Item D, Weekly Litter/Debris Removal. Bidder indicates hereby the weekly price per each location, include all four (4) sides of applicable GDOT ramp: 1. Candler Road @ I-20 Intersection \$ _____ 2. Panola Road @ I-20 Intersection \$ _____ 3. Westley Chapel Road @ I-20 Intersection \$ _____ 4. Chamblee-Tucker Road @ I-285 \$ _____ 5. Chamblee-Tucker Road Medians \$ _____ 6. Flatshoals Pkwy. Medians \$ _____	\$ _____

**Include estimated quantities and totals where applicable
 *** End on price schedule*****

BID ACKNOWLEDGEMENT FORM

I, the undersigned, acknowledge that I have read the Bid Document in its entirety and agree to conform to its every requirement. I further acknowledge that failure to prepare, submit, or execute this bid in the exact manner requested will be just cause to reject my entire bid.

Name of Business Entity Submitting Bid

Print Name and Title of Authorized Signer

Business Entity Street Address

Authorized Signature

Business Entity City, State and Zip Code

Contact Person's Phone Number

Business Entity County

Contact Person's E-mail Address

- Bidder acknowledges addendum(s): No. 1 __, No. 2 __, No. 3 __ (If Applicable) _____ (Initial)
- Bidder acknowledges that this bid is valid for 90 days from and including _____ (Initial)
the bid opening date.
- Bidder acknowledges that bid meets or exceeds minimum specifications. _____ (Initial)
Any deviation from minimum specifications must be explained, in detail,
by bidder as to how the bid does not meet the exact specifications.
- Bidder acknowledgement of Revisions to the above Terms and Conditions:
 - No revisions _____ (Initial)
 - There are revisions and they are included with the bid submittal _____ (Initial)

The above acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your bid and without it your bid is not be complete and will be subject to rejection.

THIS PAGE MUST BE RETURNED WITH YOUR BID. FAILURE TO SUBMIT THIS COMPLETED FORM WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

ATTACHMENT A

REQUIRED DOCUMENTS CHECKLIST

Bidder shall complete and submit the following documents with their bid:

Bid Page No.	Title	Check This Box If Included With Bid
29	Bid Acknowledgement Form*	
30	Required Documents Checklist	
31	Contractor Reference and Release Form*	
32	Subcontractor Reference and Release Form, if applicable**	
34	Contractor Affidavit*	
35	Subcontractor Affidavit, if applicable**	
36-44	LSBE - Exhibits A and/or B of Attachment G*	
55	New Employee Tracking Form	
54	First Source Jobs Acknowledgement Form	
	Business License	
58-66	Exhibits 1-8*	

***If these mandatory forms are not completed and submitted with the bid, the bidder will be deemed non-responsive.**

****These forms are applicable if a subcontractor will be utilized to fulfill the requirements of this contract. If these forms are applicable, they must be completed and submitted along with the bid. Failure to submit these forms, if applicable, will result in the bidder being deemed non-responsive.**

I, the undersigned, acknowledge that I have included the requested documents as listed above.

Printed Name

Signature

ATTACHMENT B

CONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
(Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT C

SUBCONTRACTOR REFERENCE AND RELEASE FORM

List below at least three (3) references, including company name, contact name, address, email address, telephone numbers and contract period who can verify your experience and ability to perform the type(s) of product(s)/ service(s) listed in the solicitation.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name and Description			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this ITB.

Signed _____ Title _____
 (Authorized Signature of Bidder)

Company Name _____ Date _____

ATTACHMENT D

CONTRACTOR & SUBCONTRACTOR EVIDENCE OF COMPLIANCE:

- (1) County contracts for the physical performance of services within the state of Georgia shall include the following provisions:¹
 - a. the contractor has registered with and is authorized to use the federal work authorization program to verify information on all newly hired employees or subcontractors;
 - b. by affidavit, the contractor must attest to the contractor's name, address, user identification number, date of authorization, and verification of the continual participation throughout the contract period, and
 - c. the affidavit shall become a part of the covered contract and must be attached.
- (2) No contractor or subcontractor who enters into a contract with the County shall enter into such a contract or subcontract in connection with the physical performance of services within Georgia unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of O.C.G.A. § 13-10-91, as amended.
- (3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to O.C.G.A. § 13-10-91, as amended, agree to provide the County with notice of the identity of any and all subsequent subcontractors hired or contracted by the contractor or subcontractor. Such notice shall be provided within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.
- (4) An affidavit shall be considered an open public record; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 28 of Title 50 shall be redacted. Affidavits shall be maintained by the County for five years from the date of receipt.
- (5) To verify compliance, the contractor agrees to participate in random audits conducted by the Commissioner of the Georgia Department of Labor. The results of the audits shall be published on the www.open.georgia.gov website, and on the Department of Labor's website no later than December 31 of each year.
- (6) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to O.C.G.A. § 13-10-91 shall be guilty of a violation of Code § 16-10-20 and, upon conviction, shall be punished as provided in such section. Contractors and subcontractors convicted for false statements based on a violation of such section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following such conviction.

¹ O.C.G.A. § 13-10-91, as amended

ATTACHMENT E

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, within five (5) days from when the subcontractor(s) is retained to perform such service.

BY: Authorized Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended]. The affiant agrees to continue to use the federal work authorization program throughout the contract period.]

BY: Authorize Officer or Agent
(Bidder's Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (* do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public
My Commission Expires: _____

ATTACHMENT G

**DEKALB FIRST LSBE INFORMATION
WITH EXHIBITS A – B**

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County’s economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the DeKalb First Local Small Business Enterprise Ordinance.

**PROVISIONS OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE (LSBE)
ORDINANCE**

Percentage of LSBE Participation Required
20% of Total Award

Certification Designation	Request For Proposals (RFP)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Preference Points
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Preference Points
Demonstrated GFE	Two (2) Preference Points

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) points in the initial evaluation of their response to any Request for Proposal. Certified LSBEs located outside of DeKalb County but within the nine (9) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) points in the initial evaluation of their response to any Request for Proposal. Prime Contractors who demonstrate sufficient good faith efforts in accordance with the requirements of the ordinance shall be granted two (2) points in their initial evaluation of responses to any Request for Proposal. Pro-rated points shall be granted where a mixture of LSBE-DeKalb and LSBE MSA firms are utilized. Utilization of each firm shall be based upon the terms of the qualified sealed solicitation.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) because they are either a certified LSBE-DeKalb or LSBE-MSA firm or has obtained 20% participation of an LSBE-DeKalb or LSBE-MSA firm, submits the lowest bid price shall be deemed the lowest, responsive and responsible bidder.

Prime Contractor(s) deemed responsible and remains responsive to an Invitation to Bid (ITB) and documented good faith efforts, submits a lower bid price than a Prime Contractor that achieved 20% LSBE participation, or otherwise required benchmark, then the Prime Contractor who actually met the benchmark will be given the opportunity to match the lowest bid price of the Prime Contractor who only made good

faith efforts. Prime Contractor(s) who choose **not** to match the lowest bid price, then the Prime Contractor who made the good faith efforts will be deemed the lowest, responsive and responsible bidder.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as “Exhibit A”.) For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be performed or provided by the LSBE(s) and the agreed upon percentage shall be due with the bid or proposal documents and included with “Exhibit A”. The certified vendor list establishes the group of Certified LSBE’s from which the bidder/proposer must solicit subcontractors for LSBE participation. This list can be found on our website <https://www.dekalbcountyga.gov/purchasing> or obtained from the Special Projects LSBE Program team.

Prime Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached “Checklist for Good Faith Efforts” portion of “Exhibit A.” The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to achieve the LSBE benchmark or demonstrate good faith efforts shall result in a bid or proposal being rejected. Prime Contractors that fail to attend the mandatory LSBE meeting in person or via video conference shall mean that the Prime Contractor has not demonstrated sufficient good faith efforts and its bid or proposal if submitted, shall be deemed non-responsive without any further review.

Upon award, Prime Contractors are required to submit a report detailing LSBE Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors shall ensure that all LSBE sub-contractors have been paid within seven (7) days of the Prime’s receipt of payment from the County. Failure to provide requested reports/documentation shall constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must confirm payments received from the Prime(s) for each County contract they participate in.

For eligible bids/proposals valued over \$5,000,000.00, the Mentor-Protégé provision of the Ordinance shall apply. Prime Contractors must agree to become mentors and take on an LSBE protégé in an effort to enhance the potential of future LSBEs. Qualifying projects shall be performed by both Mentor and Protégé through a subcontract between both parties. This requirement is in addition to all other applicable sections of the DeKalb First Ordinance. Please review the ordinance, section 2-214 or contact the LSBE Program Representative for detailed information regarding this initiative.

EXHIBIT A

**SCHEDULE OF DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE participation below:

PRIME BIDDER/PROPOSER _____

SOLICITATION NUMBER: 22-101490

TITLE OF UNIT OF WORK **Gateways Landscape, Maintenance and Enhancements Project
(Annual Contract with Two Options to Renew)**

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____ LSBE-DeKalb ____ LSBE-MSA
2. If you are a Certified LSBE-DeKalb or MSA, please indicate below the percentage of that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and percentage of participation to be provided by the LSBE-DeKalb or MSA joint venture firm.

4. List the LSBE-DeKalb or MSA subcontractors and/or firms (including suppliers) to be utilized in of this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon percentage of work to be performed. A Letter of Intent form is attached hereto as "Exhibit B".

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate certification status and attach proof of certification: LSBE-DeKalb/LSBE-MSA	
Description of services to be performed	
Percentage of work to be performed	

Please attach additional pages, if necessary.

EXHIBIT A, CONT'D
DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County’s LSBE participation benchmark is required to submit documentation to support all “Yes” responses as proof of “good faith efforts.” Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Prime Contractors shall attend a MANDATORY LSBE Meeting in person or via video conference within two-weeks of advertisement of the solicitation.
2.			Provide a contact log showing the company’s name, contact person, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort, response date and the percentage of work.
3.			Provide interested LSBEs via email, of any new relevant information, if any, at least 5 business days prior to submission of the bid or proposal.
4.			Efforts made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
5.			Efforts were made to assist potential LSBE subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
6.			Communication via email or phone with DeKalb First Program Staff seeking assistance in identifying available LSBEs. Provide DeKalb First Program Staff representative name and title, and date of contact.
7.			For all contracts, a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed or provided by the LSBE(s) and the agreed upon LSBE participation percentage shall be due with the bid or proposal documents.
8.			Other Actions, to include Mentor/Protégé commitment for solicitations \$5M and above (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with attached supporting documents, to assess the bidder/proposer's efforts to meet the County's LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department - DeKalb First Program, DeKalbFirstLSBE@dekalbcountyga.gov.

EXHIBIT A, CONT'D

**DEKALB FIRST LOCAL SMALL BUSINESS ENTERPRISE SCHEDULE OF
PARTICIPATION
OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified applicants will receive consideration for participation without regard to disability.

2. Commitment

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned

further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the Prime Contractor. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required) Date

Sworn to and Subscribed to before me this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

EXHIBIT B

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Attach a copy of the LSBE's current valid Certification Letter.

To: _____
(Name of Prime Contractor Firm)

From: _____ **Y LSBE –DeKalb Y LSBE –MSA**
(Name of Subcontractor Firm) (Check all that apply)

ITB Number: 22-101490 _____

Project Name: Gateways Landscape, Maintenance and Enhancements Project (Annual Contract with Two Options to Renew)

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project/Task Assignment	% of Contract Award

Prime Contractor

Sub-contractor

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



CHAPTER 7: FIRST SOURCE ORDINANCE

CHAPTER 07

Revised September 2020

Page 1

WorkSource DeKalb (WSD) is an EEO/M/F/D/V employer/program. Auxiliary aids/services are available upon request to individuals with disabilities. Persons with hearing impairments may call 1-800-255-0135 or 711 TTY for assistance. WSD is 100% funded by the U. S. Department of Labor and is a proud partner of the American Job Center Network.



First Source

The First Source Ordinance is a public regulation which requires contractors and beneficiaries of eligible DeKalb County projects to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry. Beneficiaries are immediate recipients of county grants or community development block funds administered by the county of at least \$50,000. Contractors include an individual or entity entering into any type of agreement with the county, funded in whole or in part with county funds. WorkSource DeKalb (WSD) maintains the First Source Registry, comprised of qualified and trained DeKalb County residents. Business Solutions Unit (BSU) is available to assist the employer with selecting the most qualified candidate by using the First Source Registry to meet the company’s hiring needs. WSD manages the First Source program through the Business Solutions Unit by assigning a specific BSU Specialist. The First Source process is conducted similarly to the BSU business service request process. The BSU Specialist works closely with employers using TALEO and BSU processes to ensure the hiring needs of the employers are met (**e.g. See Appendix 1**).

Appendix – 1-Forms and Letters

- A. First Source Ordinance Fact Sheet***
(front and back of document, 2 pages total)
- B. First Source Recruitment and Monitoring Process***
- C. First Source Ordinance Municipal Code***
- D. First Source Acknowledgement Form***
- E. New Employee Tracking Form***
- F. Business Service Request Form***
- G. Employment Roster***



A. First Source Ordinance Fact Sheet

The First Source Ordinance is a public regulation that requires contractors and beneficiaries to make a good faith effort to hire fifty (50) percent of all jobs using the First Source Registry (candidate database).

WSD has a First Source Registry of qualified and trained DeKalb County residents. WSD can assist you with choosing the right candidate using the First Source Registry of qualified and trained DeKalb County residents. WSD can also assist you with choosing the right candidate using the First Source Registry to meet your company's human capital needs.

SUMMARY OF SERVICES

- Pre-screened applicants
- Advertise and administer recruitments, job fairs and more
- Market positions and recruit strong candidates
- Provide computer access to current and future employees to assist with application process and/or testing
- Provide supportive services for new hires.

WHO QUALIFIES?

- Recipients of county grants and contracts of \$50,000 or more with DeKalb County for purchase orders, construction projects, professional or consulting services.

What is the First Source Ordinance?

The First Source Ordinance is a public regulation that calls for contractors and beneficiaries of DeKalb County to hire DeKalb County residents for at least fifty (50) percent of all jobs using the First Source Registry.

Who is considered a Contractor?

An individual or entity entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, which is funded in whole or part with County funds or County-administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures.

Who is considered a Beneficiary?

A beneficiary is an immediate recipient of grants or community development block funds administered by the County. The term shall only apply to those entities benefiting from such County funds or administered funds in the amount of \$50,000 or more.



What is the First Source Registry?

The First Source Registry is a candidate database, maintained by WSD, of employable persons who are residents of the County to be called upon as a source to fill jobs created or maintained as a direct or indirect result of public funding.

What are the benefits of the First Source Ordinance?

- All applicants are pre-screened to ensure that only qualified candidates are referred for interviewing;
- Assist with finding appropriate space for orientations, recruitments, job fairs, and more as needed and appropriate;
- Advertise and administer recruitment events and job fairs;
- Provide job seeker services and computer access to both current and future employees who need assistance with applications, testing, etc.;
- Access to qualified and trained applicant pool

For more information contact our office using 404.687.3400. Visit our website at www.worksourcedekalb.org.

B. First Source Recruitment and Monitoring Process

Purchasing and Contracting Responsibilities:

- 1) Procurement Agent shall notify WSD to attend all First Source applicable pre-solicitation, pre-bid/proposal, and Notice to Proceed (NTP) meetings.
- 2) Procurement Agent to submit to WSD, First Source form information provided with vendor bid and proposal submissions regarding number of anticipated jobs and titles. First Source form information to be provided during in-house award routing process for awards of \$50,000 or more.
- 3) Procurement Agent to include current First Source Ordinance requirements language and First Source form information in all applicable solicitations as well as First Source provision in each applicable contract.
- 4) Procurement Agent to provide to WSD a copy of the attendance sheet completed by those in attendance at the pre-solicitation and NTP meetings. Pre-bid/proposal meeting attendance sheets are posted and available for WSD on the Purchasing and Contracting website under the applicable project.
- 5) Upon WSD determining a vendor First Source Ordinance compliance issue, WSD shall submit a vendor performance rating form to Purchasing and Contracting indicating such



a compliance issue. Purchasing and Contracting will handle the submitted vendor performance rating form in accordance with its vendor management procedures and processes.

- 6) Purchasing and Contracting will assist WSD in their efforts to enforce the First Source Ordinance.

WorkSource DeKalb Responsibilities

- 1) Prior to attending the NTP meeting, First Source Representative will make contact with Purchasing and Contracting or Contract Compliance Officer/Contract Administrator to identify number of anticipated jobs and titles indicated in the successful proposal submitted by the contractor.
- 2) First Source Representative will outline the provisions of the ordinance and the responsibility of the contractors and WSD in administering the ordinance.
- 3) First Source Representative will exchange business cards or contact information virtually with all contractors in attendance and may schedule an on-site visit, if necessary.
- 4) First Source Representative will inquire whether the contractors have any current job openings. If yes, First Source Representative will request the Contractor to complete the First Source Business Service Request Form and submit to First Source Representative.
- 5) First Source Representative will enter the NTP meeting information and contact information from the contractor(s) into the First Source Tracking Report and Taleo Database for monthly tracking.
- 6) The “Good Faith Effort” stipulation in the Ordinance will have been addressed once contractors confirm staffing needs. Contractors with staffing needs must communicate with WSD Business Specialist to post the positions and secure candidates in order to satisfy this stipulation. If there are no staffing needs, then the requirement has been successfully satisfied.
- 7) First Source Representative will record the responses on the First Source Tracking Report, maintained by WSD to identify any staffing opportunities from the contractor(s).
- 8) Upon receipt of a Business Service Request Form from the contractors or sub-contractors, First Source Representative will query the First Source Registry to identify and advise contractor of all suitable applicants for possible interviews.
- 9) Upon the placement of applicant(s), WSD will record the number and type of positions filled by each contractor on the First Source Tracking Report.



C. First Source Ordinance Municipal Code

ARTICLE VIII. - FIRST SOURCE JOBS [11]

Sec. 2-231. - Title.

Sec. 2-232. - Purpose and intent.

Sec. 2-233. - Definitions.

Sec. 2-234. - Duties of purchasing and contracting department.

Sec. 2-235. - Duties of workforce development department.

Sec. 2-236. - First source requirements.

Sec. 2-237. - Disclaimer.

Sec. 2-231. - Title.

This article shall be known as the first source program.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-232. - Purpose and intent.

The purpose of this article is to create the first source program, which requires beneficiaries and contractors of eligible projects to use the first source job register to fill jobs created as a direct result of public funding.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, 8-23-11)

Sec. 2-233. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. ***Agreement*** means any type of agreement with the county, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, or professional or consultant services.
- b. ***Beneficiary*** means the immediate recipient of grants or community development block funds administered by the county. The term shall only apply to those entities benefiting from funds in the amount of fifty thousand dollars (\$50,000.00) or more, where permissible under the terms of the grants or community development block funds.



- c. **Contractor** means an individual or entity entering into any type of agreement with the county, funded in whole or part with county funds, which specifies the contractor is to receive fifty thousand dollars (\$50,000.00) or more.
- d. **Eligible project** means any project funded in whole or in part with county funds.
- e. **First source job listing** means the listing of all available jobs that have been created by eligible projects.
- f. **First source register** means the database of employable DeKalb County residents.
- g. **Good faith effort** means the efforts undertaken by a beneficiary or contractor to fill jobs created by an eligible project with individuals from the first source register.
(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-13-11)

Sec. 2-234. - Duties of purchasing and contracting department.

In administering the first source program, the director of purchasing and contracting or designee shall have the power to:

- a) Notify any contractor or beneficiary in writing, including specific reasons, who has not complied with this article;
- b) Provide any contractor or beneficiary who has not complied with this article with a reasonable time to cure;
- c) Determine whether noncompliance amounts to a breach of contract;
- d) Provide written determinations of noncompliance to the appropriate officials, stating the specific nature of noncompliance; and
- e) Incorporate a provision regarding this article into every agreement.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-235. - Duties of workforce development department.

In administering the first source program, the workforce development department director or designee shall do the following:

- a) Manage the first source program;
- b) Create written operating procedures to effectuate the provisions of this article;
- c) Compile and maintain a database of citizens of the county that will serve as the first source register;



- d) Create and provide all necessary forms, applications, documents and papers necessary to comply with this article;
- e) Create a methodology to determine what jobs will be created by an eligible project;
- f) Compile and maintain a listing of available jobs created by eligible projects that will serve as the first source job listing;
- g) Notify the director of purchasing and contracting or designee of any contractor or beneficiary who has not complied with the requirements of this article; and
- h) Annually review and report to the chief executive officer or designee to determine the need for this article's continued implementation.

(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-236. - First source requirements.

- (a) The county shall require every beneficiary or contractor for every eligible project to do the following:
 - (1) Advertise each job created by an eligible project on the first source job listing;
 - (2) Make a good faith effort to fill fifty (50) percent of the jobs created by the eligible project with individuals from the first source register within one hundred twenty (120) days of executing any agreement with the county;
 - (3) Agree that each beneficiary and contractor who does not make a good faith effort to reach the fifty (50) percent goal set forth in this article may be deemed ineligible to qualify for any future project;
 - (4) Allow open inspection of payroll records; and
 - (5) Agree to work with the workforce development department to comply with the spirit of this article.

- (b) All solicitations and agreements from eligible projects shall include a provision referencing the requirements of this article.

- (c) Each contractor and beneficiary working under an eligible project shall ensure that the first source program will be binding upon each subcontractor, sub-lessee or other ultimate recipient of the county funds.



(Ord. No. 06-16, Pt. I, 9-12-06; Ord. No. 11-13, Pt. I, 8-23-11)

Sec. 2-237. - Disclaimer.

By enacting this article the county is assuming an undertaking only to promote the general welfare of its citizens. By this enactment, the county, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary. The county, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear on the First Source job register, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind. This article is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor. This article does not give the county, its officers agents or employees any right to control or determine any of the terms or conditions of employment of a First Source register candidate hired by a beneficiary or contractor.

(Ord. No. 06-16, Pt. I, 9-12-06)



D. FIRST SOURCE ACKNOWLEDGEMENT FORM

First Source Jobs Ordinance Acknowledgement

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit an Employment Roster and/or copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____
3. How many work hours per week constitutes Full Time employment? _____

Please return this form to WorkSource DeKalb, (404)687-3900 or email to fkadkins@dekalbcountyga.gov



E. NEW EMPLOYEE TRACKING FORM

Name of Bidder _____

Address _____

E-Mail _____

Phone Number _____

Fax Number _____

Do you anticipate hiring from the First Source Candidate Registry? Y or N (Circle one)

If so, the approximate number of employees you anticipate hiring:

<p>Type of Position(s) you anticipate hiring: (List position title, one position per line) Attach job description per job title:</p>	<p>The number you anticipate hiring:</p>	<p>Timeline</p>



F. BUSINESS SERVICE REQUEST FORM

Please complete this form for each position that you have available.

DATE:

FEDERAL TAX ID:

COMPANY NAME:

WEBSITE:

ADDRESS:

(WORKSITE ADDRESS IF DIFFERENT):

CONTACT NAME:

TITLE:

CONTACT E-MAIL ADDRESS:

CONTACT PHONE:

Are you a private employment agency or staffing agency? YES NO

JOB DESCRIPTION: *(Please include a copy of the Job Description)*

POSITION TITLE: _____

NUMBER OF POSITIONS AVAILABLE: _____ **TARGET START DATE:** _____

WEEKLY WORK HOURS: 20-30 hours 30-40 hours Other _____

SALARY RATE (OR RANGE): _____ **SPECIFIC WORK SCHEDULE:** _____

PERM **TEMP** **TEMP-TO-PERM** **SEASONAL**

PUBLIC TRANSPORTATION ACCESSIBILITY: YES NO

SCREENINGS ARE REQUIRED: YES NO **SELECT ALL THAT APPLY:**

CREDIT CHECK DRUG MVR BACKGROUND OTHER _____

HOW TO APPLY:

Please return form to: fkadkins@dekalbcountyga.gov

DO NOT WRITE BELOW THIS LINE - TO BE COMPLETED BY WORKSOURCE DEKALB ONLY	
TYPE: <input type="checkbox"/> First Source <input type="checkbox"/> Direct Hire <input type="checkbox"/> Work Experience (WEX)	SYSTEM ENTRY DATE: _____
ASSIGNED TO: _____	DATE: _____



**G. EMPLOYMENT ROSTER
DeKalb County**

Contract Number: _____

Project Name: _____

Contractor: _____ **Date:** _____

Name	Position:	Start Date	Hourly Rate of Pay	Hired for this Project? (yes/no)	Anticipated Length of Employment (Months)	% of Time Dedicated to the Project	Full or Part Time? (No. of Hours)	Georgia County of Residency

EXHIBITS
A1-A8

Exhibit A1

BIDDER INDICATES BELOW THE TYPE OF PLANTS, SHRUBS, FLOWERS, PINE STRAW/MULCH, ETC. TO BE INSTALLED FOR EACH LOCATION. *Note: Please use one form for each location.*

LOCATION NAME: **Candler Road @ I-20 Intersection (include all four (4) sides of the GDOT ramp)**

<u>PLANTS, SCRUBS, FLOWERS, PINE STRAW/MULCH TYPE</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>

Exhibit A3

BIDDER INDICATES BELOW THE TYPE OF PLANTS, SHRUBS, FLOWERS, PINE STRAW/MULCH, ETC. TO BE INSTALLED FOR EACH LOCATION. *Note: Please use one form for each location.*

LOCATION NAME: **Westley Chapel Road @ I-20 Intersection (include all four (4) sides of the GDOT ramp)**

<u>PLANTS, SCRUBS, FLOWERS, PINE STRAW/MULCH TYPE</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>

Exhibit A4

BIDDER INDICATES BELOW THE TYPE OF PLANTS, SHRUBS, FLOWERS, PINE STRAW/MULCH, ETC. TO BE INSTALLED FOR EACH LOCATION. *Note: Please use one form for each location.*

LOCATION NAME: **Chamblee-Tucker Road @ I-285 Intersection (include all four (4) sides of the GDOT ramp and the median starting from I-285 to Presidential Pkwy**

<u>PLANTS, SCRUBS, FLOWERS, PINE STRAW/MULCH TYPE</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>

Exhibit A5

BIDDER INDICATES BELOW THE TYPE OF PLANTS, SHRUBS, FLOWERS, ETC. TO BE REPLACED FOR EACH LOCATION AT EACH SEASON. *Note: Please use one form for each location.*

LOCATION NAME: Chamblee-Tucker Road Median (Starting from I-285 to Presidential Pkwy.)
(include all four (4) sides of the GDOT ramp)

<u>PLANTS, SHRUBS, FLOWERS, PINE STRAW/MULCH TYPE</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>
SPRING			
SUMMER			
FALL			
WINTER			

Exhibit A8

BIDDER INDICATES BELOW THE TYPE OF PLANTS, SHRUBS, FLOWERS, ETC. TO BE REPLACED FOR EACH LOCATION AT EACH SEASON. *Note: Please use one form for each location.*

LOCATION NAME: **Chamblee-Tucker Road @ I-285 Intersection (include all four (4) sides of the GDOT ramp and the median starting from I-285 to Presidential Pkwy**

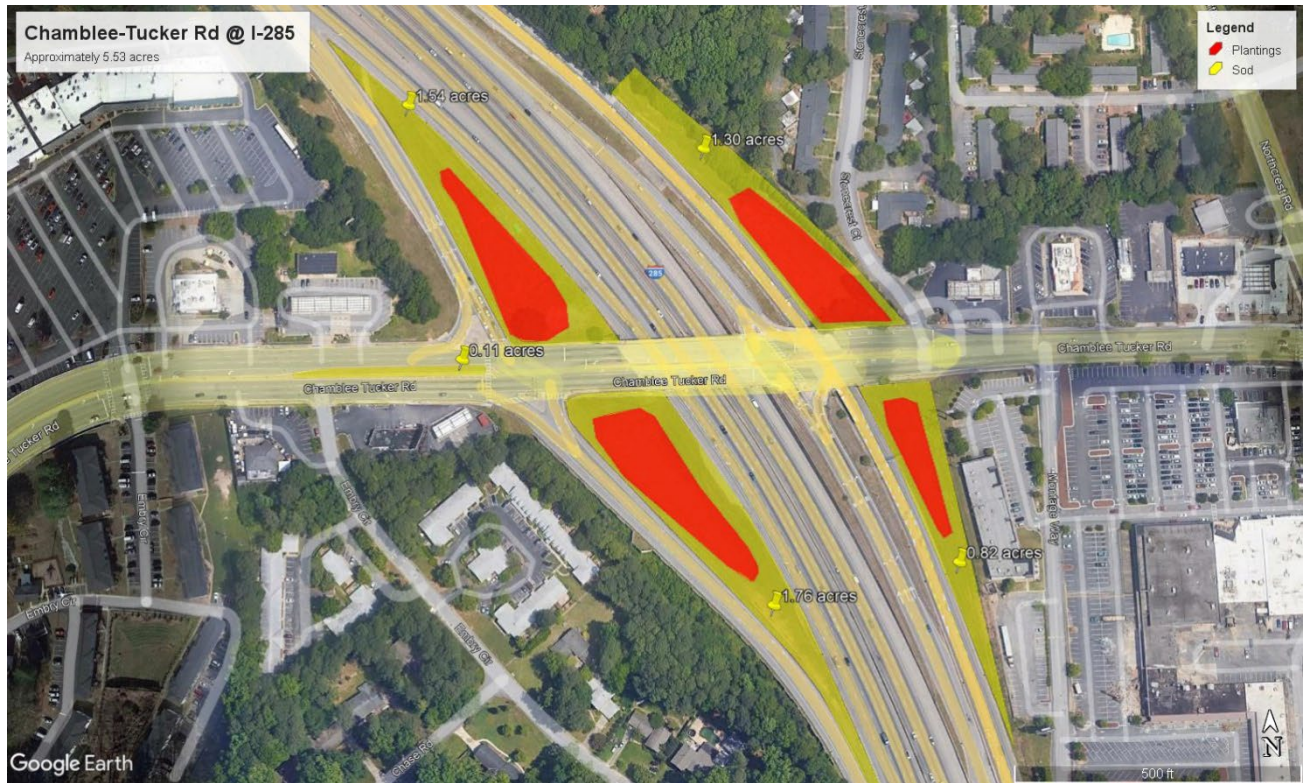
<u>PLANTS, SHRUBS, FLOWERS,</u> <u>PINE STRAW/MULCH TYPE</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>SPACING</u>
SPRING			
SUMMER			
FALL			
WINTER			

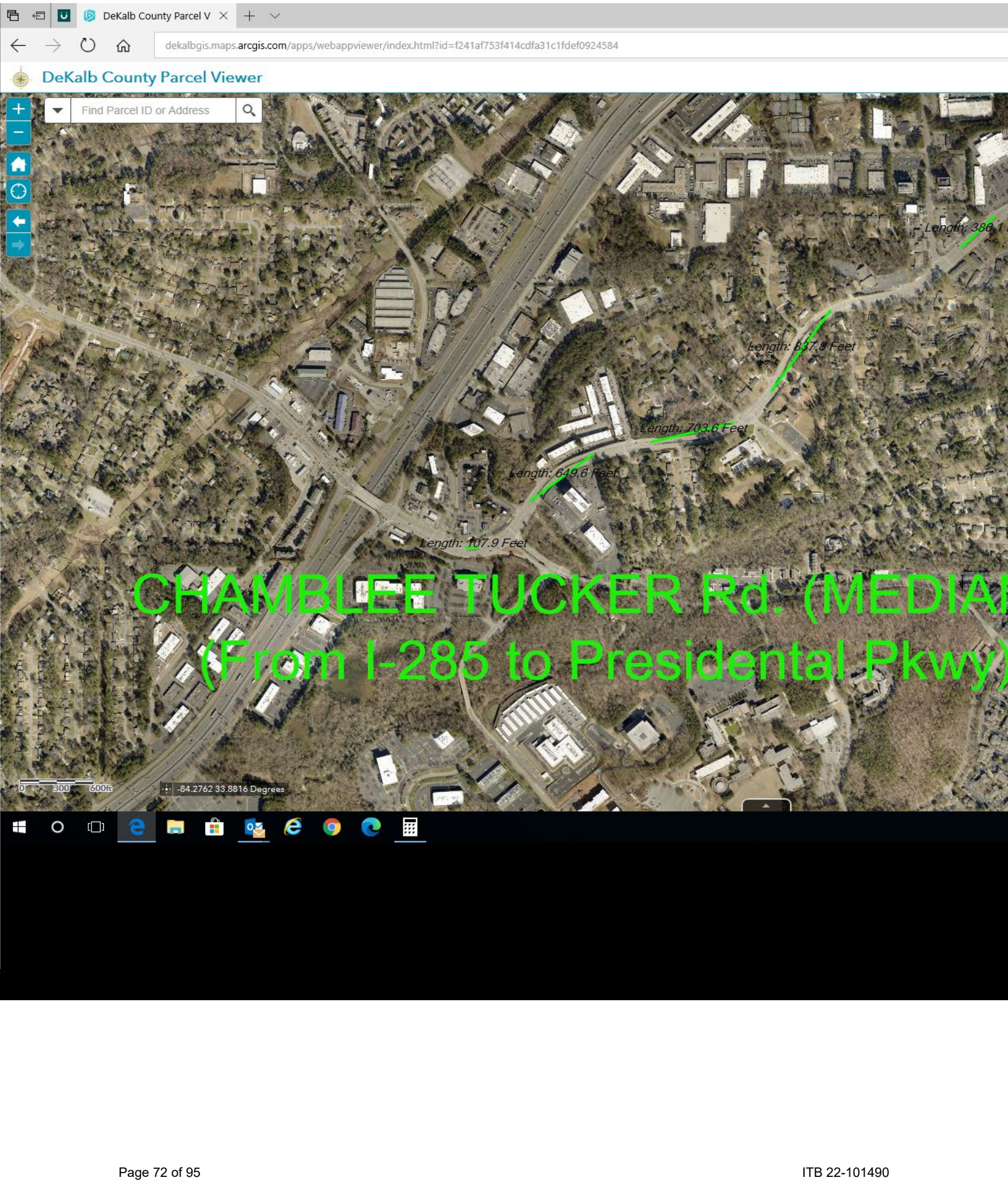
AERIAL PHOTOS
EXHIBITS A1-A6











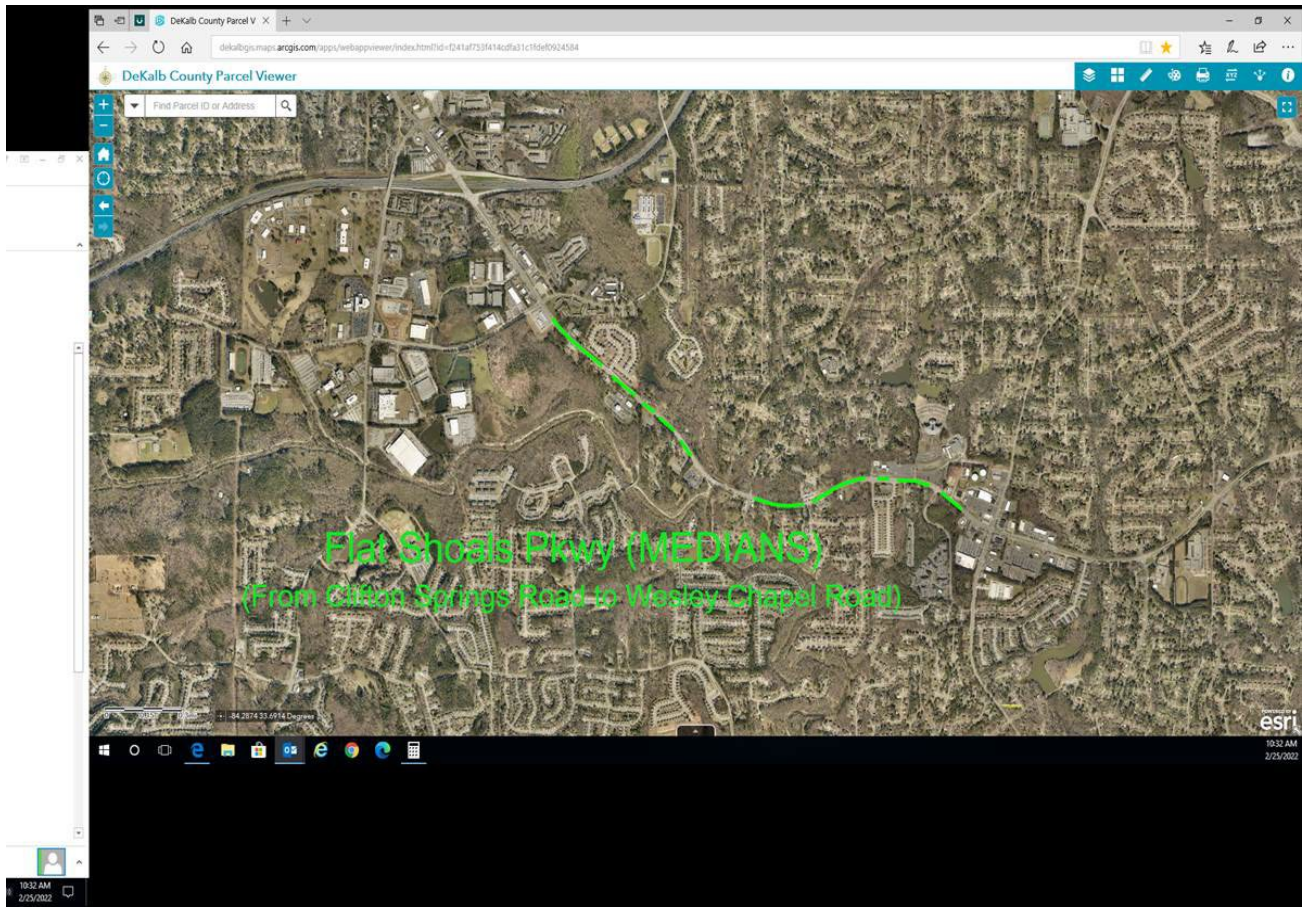


EXHIBIT A9
GDOT
6755-9 2020 GDOT
Publications Policies & Procedures



GDOT Publications

Policies & Procedures

Policy: 6755-9- Policy for Landscaping and Enhancements
on GDOT Right of Way

Section: Permits - Miscellaneous

Office/Department: Office of Traffic Operations

Reports To: Division of Permits & Ops

Contact: 404-635-8048

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This policy is effective December 1, 2011.

Submit questions or comments specific to the Landscape and Enhancement Policy Manual to landscape@qdot.ga.gov

CHAPTER 1 - INTRODUCTION

Any enhancement activity which encroaches on State right of way requires a Special Encroachment Permit or Department contract authorization accompanied by a Maintenance Agreement to provide continuous maintenance of the proposed enhancement by means of GPAS AMPS (Refer to the [Access Management Permitting System Tutorials](#)). The applicant must indemnify the Department and provide a suitable bond or escrow, and proof of liability insurance.

The purpose of this policy is to update and combine all existing enhancement policies of the Department into one document. Most of the basic rules, relative to issuing Special Encroachment Permits which allow applicants to perform landscaping or enhancements on State rights of way, are found in the current edition of [Regulations for Driveway and Encroachment Control](#), Chapter 7, Special Encroachment. This policy provides applicants with requirements to prepare plan proposals and permit submittals for the Department to evaluate their request and to help the Department clearly understand what the applicant proposes to do.

Requests to enhance the appearance of the State rights of way, such as landscaping, welcome signs, murals, bridge embellishments, or special features, will be reviewed by the local District Traffic Engineer/Manager. If recommended for approval, the request will be forwarded to the State Office of Traffic Operations for review and approval by means of GPAS AMPS. If the request includes removal of trees or significant vegetation, the planting of vegetation, or irrigation it will be sent to the State Office of Maintenance - Landscape Architecture Unit by means of GPAS AMPS Ad-Hoc Reviewer for their comments prior to formal approval. Review of

enhancement requests may take up to 30 business days for review by District Traffic Operations and Landscape Design Office. Formal approval will be granted by the District Engineer unless it is located on a limited access, ~~or~~ Interstate facility or the proposal requires completion of the Plan Development Process (PDP). In that event, permit approval or contract authorization will be granted by the Commissioner or the Commissioner's designee.

CHAPTER 2 - REQUIREMENTS

2.1. - Maintenance Agreement

Any landscape or enhancement feature requires a perpetual Maintenance Agreement for maintaining the proposed feature or plant material. A Special Encroachment Permit shall become part of a required Maintenance Agreement. The Maintenance Agreement shall become part of the contract documents for projects processed outside the Special Encroachment Permit process and must be signed before a project is let. A letter may be required to express concurrence/endorsement between local government and other property owners/agencies or organizations that are adjacent to the areas proposed for change. An approved, detailed, maintenance work plan shall be included as part of the Maintenance Agreement to ensure acceptable maintenance of the site.

The Maintenance Work Plan must address each element of the proposed landscape of enhancement feature, and must clearly describe all activities required to keep the landscape or enhancement feature in a safe and acceptable state of repair or maintenance. Sample Work Plans can be provided upon request. Submit requests to landscape@dot.ga.gov with "Sample Maintenance Work Plan Request" as part of the subject line.

Maintenance activity shall be performed in a manner that will not affect the safety and operation of the highway or pedestrian safety.

2.2 - Access Notification

A GDOT district representative must be made aware 48 hours in advance of all intentions to access the rights of way for any proposed enhancement, cutting, or mowing activity as well as any limited access fence replacement in writing or by email.

CHAPTER 3 - LANDSCAPE REVIEWS

The Office of Maintenance Landscape Architecture Unit will review plans for vegetation or tree removal, sight distance requirements, clear zone requirements, horizontal clearance requirements, plant maintenance and watering needs, and for exclusion of invasive plant material. The current [Regulations for Driveway and Encroachment Control](#) include specific information about intersection sight distance and clear zone requirements based on AASHTO design guidelines.

3.1 - Plan Requirements

Provide two sets of preliminary site plans and supporting items with the following information to the District Traffic Engineer /Manager for an initial review:

1. An overall site plan and location sketch map which includes:
 - A. The scale of the drawing. The scale should be 1" = 50' or larger. If a smaller scale is used for "overall plans", then enlarged details of the work on the rights of way must be furnished on a 1" = 50' or larger scale. Draw all features on the submitted plan to accurate scale.

- B. All existing features should be shown with dashed lines and all proposed features shown with solid lines. This should be clearly shown on the plan legend.
 - C. Locations of all property lines and the names and types of businesses and/or the property owners on either side of the property being developed.
 - D. Location and labeling of the right of way line. A general statement such as "Right of Way Varies" is not acceptable.
 - E. A dashed line indicating the location of the right of way boundary, properly labeled.
 - F. A heavy dashed line indicating the clear zone boundary.
 - G. State Route Numbers, U.S. Route Numbers (if applicable), names of all highways and roads which appear on the plans. Designations such as "County Road", "Cross Road" or "City Street" are not specific enough and should not be used.
 - H. Existing and proposed contour lines or elevations sufficient to show the natural and proposed drainage features within the property to be developed. This should include all of the adjacent highway rights of way and any elevations needed to show how the water flows once it leaves this property.
 - I. A north arrow.
 - J. The GDOT milepost, estimated to the nearest tenth of a mile to some point on the property being developed.
 - K. The posted speed limit(s) along the state route(s).
 - L. All existing GDOT signs within the frontage being developed.
 - M. All existing permitted billboards within 500 feet of the site. Locations of permitted billboards and other information can be viewed in [GDOT's Public Permit Search Website](#).
 - i Permits will not be issued for encroachments within 500 feet of outdoor advertising signs that enhance the visibility of the signs. [Policy 6170-1, Vegetation Management at Outdoor Advertising Signs](#) should be referred to for tree removal in the right of way that involves visibility for a permitted outdoor advertising sign.
 - ii If a billboard exists within 500 feet of the proposed landscape, plant material that will grow to obstruct the billboard within the 500-foot view zone of the sign face cannot be planted.
 - N. The width of existing roadway pavements, lane widths, lane lines and direction of travel within the lanes, including the edges of the road.
 - O. Indication of the length of the frontage being developed under the permit.
 - P. A title block showing the name of the property owner (and the permit applicant, if different from the property owner), the GDOT district number, and the county in which the project is located. The name of the engineer or individual who prepared the plans should also be included.
 - Q. Location and size of any existing and proposed side drain or cross drain culverts, pipes, catch basins, detention ponds, ditches, etc., and direction of flow within the structure.
2. A utility plan showing all utilities above and below ground that are within proximity of proposed plant material.
 3. Suitable photography in hard copy or electronic version of the site showing all existing features.
 4. An irrigation plan showing the location of water source, valves, controllers, pipes, sleeves, and sprinkler heads, if a system is proposed.
 5. Refer to section [8.4, Necessity to Prove a Benefit to the Department for Excess Grading](#), for activities related to excess grading.

CHAPTER 4 – TREE CLEARANCES

4.1 – Plants in Medians and on Shoulders

Shrubs which exceed 30 inches in height cannot be planted within the horizontal clearance zone in medians. Trees cannot be planted within the horizontal clearance zone in medians and on shoulders. Trees planted in medians must be limbed up to a minimum of 7 feet from the ground. The horizontal clearance minimums are listed in the [Table of Horizontal Clearances for Trees and Shrubs](#) in Section 4.2. Clear zone distances are found in the current issue of the AASHTO Roadside Design Guide or the current [Regulation for Driveway and Encroachment Control](#). The larger of the Posted Speed or Design Speed is used to determine horizontal clearance criteria.

4.2 – Horizontal Clearances for Trees and Shrubs Table

Horizontal Clearances for Trees and Shrubs	
Posted / Design Speed	Minimum Horizontal Clearance¹
≤ 35 mph (Commercial Area ²)	4-ft. 8-ft. in median
≤ 35mph	8-ft. 8-ft. in median
40 mph	10-ft. 16-ft. in median ³
45 mph	14-ft. 22-ft. in median ³
>45 mph	Outside the clear zone
Interstates	120% of the clear zone requirement
¹ From center of tree to face of curb. ² In a Central Business District and/or where commercial businesses are typically directly adjacent to the rights of way. ³ Small trees and shrubs that mature at ≤ 4" in diameter may be planted a minimum of 8 feet from the face of the curb in medians adjacent to 40 to 45 mph speeds. Tree size is diameter of the tree at maturity, measured at dbh (4.5 feet above the ground). Certain situations may require an increased horizontal clearance setback for additional safety considerations. For rural shoulders, trees should be placed outside the clear zone.	

Street trees within medians and in pedestrian traffic areas are to be limbed up a minimum of 7 feet. Utilities and intersection sight distance requirements may affect the location of proposed trees in the horizontal clear zone. Additional requirements for clearance setbacks are provided by the [Design Policy Manual](#).

Chapter 5 – INVASIVE PLANTS

The GDOT does not allow invasive species, listed in the table below, to be planted on the State's rights of way. Invasive species can limit land use and in the future, cause harm to the industries and resources of the state of Georgia, and can decrease the public's ability to enjoy outdoor recreational activities. It is much harder and more expensive to eliminate an established invasive species than to prevent it getting a foothold. An "invasive species" is defined as a species that is:

1. Non-native (or alien) to the ecosystem under consideration and
2. Whose introduction causes or is likely to cause economic or environmental harm or harm to human health. (Executive Order 13112 [Section 1. Definitions])

For more information about invasive species, visit the following websites:

- [USDA National Invasive Species Information Center](#)
- [The Center for Invasive Species and Ecosystem Health](#)
- [The Georgia Exotic Pest Plant Council](#)

5.1 – List of Invasive Plants

This is not a comprehensive list. New threats to Georgia’s resources and industries can develop over time, and will be taken into consideration during reviews. All cultivars of prohibited species are prohibited. Plants that are not problematic in one climate or soil can be invasive in others. Once you see a plant everywhere, it is too late. See [Georgia Exotic Pest Plant Council](#) for details.

Non-native Invasive Plants in Georgia	
Scientific Name	Common Name
Achyranthes japonica	Japanese chaff flower
Ailanthus altissima	tree-of-heaven
Albizia julibrissin	himosa
Alternanthera philoxeroides	alligator weed
Ardisia crenata	coral ardisia
Arthraxon hispidus	small carpetgrass, joint head grass
Arundo donax	giant reed
Celastrus orbiculatus	oriental bittersweet
Cinnamomum camphora	camphortree
Dioscorea polystachya	Chinese yam
Egeria densa	Brazilian waterweed
Eichhornia crassipes	water hyacinth
Elaeagnus pungens	thorny olive
Elaeagnus umbellata	autumn-olive
Fallopia japonica	Japanese knotweed
Hedera helix	English ivy
Hydrilla verticillata	hydrilla
Imperata cylindrica	cogongrass, Japanese bloodgrass
Lespedeza bicolor	shrubby lespedeza
Lespedeza cuneata	sericea lespedeza
Leucanthemum vulgare	oxeye daisy
Ligustrum japonicum	Japanese privet
Ligustrum sinense	Chinese privet
Lonicera japonica	Japanese honeysuckle
Lonicera maackii	Amur honeysuckle
Lygodium japonicum	Japanese climbing fern
Melia azedarach	chinaberry
Microstegium vimineum	Japanese stillgrass
Miscanthus sinensis	Chinese silvergrass
Murdannia keisak	marsh dayflower
Myriophyllum aquaticum	parrotfeather
Nandina domestica	sacred bamboo
Nasturtium officinale	watercress
Paederia foetida	skunk-vine
Panicum repens	torpedograss
Paspalum urvillei	vaseygrass
Paulownia tomentosa	princesstree

<u>Phragmites australis</u>	common reed
<u>Phyllostachys aurea</u>	golden bamboo
<u>Pueraria Montana var. lobata</u>	kudzu
<u>Pyrus calleryana</u>	Callery Pear, Bradford Pear
<u>Rosa multiflora</u>	multiflora rose
<u>Salvinia molesta</u>	giant salvinia
<u>Sesbania herbacea</u>	bigpod sesbania
<u>Sesbania punicea</u>	red sesbania
<u>Sorghum halepense</u>	johnsongrass
<u>Spiraea japonica</u>	Japanese spiraea
<u>Tamarix gallica</u>	French tamarisk
<u>Triadica sebifera</u>	Chinese tallowtree
<u>Vinca major</u>	big periwinkle
<u>Vinca minor</u>	common periwinkle
<u>Wisteria floribunda</u>	Japanese wisteria
<u>Wisteria sinensis</u>	Chinese wisteria

Plants in bold type are commonly available in the nursery trade. These are not allowed on GDOT Right of Way.

CHAPTER 6 – PLANT MATERIAL

6.1 – Specifications

All landscaping, roadside development, and maintenance should conform to the most current edition of GDOT Standard Specifications.

Georgia DOT requires the use of Georgia Grown trees, shrubs, and other nursery plants for Right of Way plantings. The Georgia Grown program is a marketing and economic development program of the Georgia Department of Agriculture. For more information, refer to the [Georgia Grown](#) homepage.

Every effort should be made to use plant material native to Georgia. Seventy-five percent of all trees should be native, large-canopy shade trees.

The minimum size for proposed hardwood trees planted on the rights of way shall be 2 ½ inch caliper. Multi-stem trees and evergreens that do not meet the minimum 2 ½ inch caliper requirements shall be a minimum of 8 – 10 feet tall. The minimum acceptable container size for shrubs is 3-gallons. The minimum size ground cover container is 1-gallon.

Shrubs and/or ground cover used for mitigation are to be spaced for total coverage in two (2) years. To determine shrub quantities for a given area (X), use the factors given below:

Recommended Plant Spacing (On Center)	Divide Total Square Footage (X) by:
12"	1
18"	2.25
24"	4
36"	9
48"	16

Example: To determine the quantity of shrubs spaced 36" On Center needed for 50 square feet, $50 \div 9 = 5.56$, or 6 shrubs.

Label the sizes, quantities, spacing and names of all proposed plant material on all plans.

6.2 – Planting Dates

The GDOT Specifications limit the months in which landscape related work for trees and shrubs can occur. Plant installations are to be done between the dates of October 15 and March 15.

PRUNING

7.1 – Pruning Standards

Pruning shall take place at the appropriate time of year. No more than 25 percent of the leaf-bearing crown may be removed when pruning. No topping of trees is permitted. Selective tree and shrub pruning is to be done in conformance with industry standards (according to current ANSI A300 Part 1 guidelines). These guidelines can be purchased online from the [American National Standards Institute](#).

7-2 – Daylighting

Daylighting, which is not permitted, is any vegetation removal whose primary purpose is to enhance the visibility of adjacent property.

Provide details for any proposed pruning or removal of dead, diseased, uprooted or broken trees, as determined by the Department. Minor tree trimming (removal of low limbs up to a height of six 6 feet measured from the base) may be done as long as no more than 25 percent of the leaf-bearing crown is removed. This is not to be undertaken for the sole purpose of "daylighting."

8 – MITIGATION FOR AUTHORIZED VEGETATION REMOVAL

8.1 – Definition

Mitigation is the process of minimizing or rectifying the impact of vegetation removed from the rights of way for commercial driveway and Special Encroachment Permits. It takes place when there is a proven benefit to the Department for additional grading. Mitigation can be a landscape enhancement, site restoration, or as payment of Contributory Value fees.

8.2 – Requirements

Mitigation is required for:

1. The authorized removal or disturbance of trees or native understory vegetation from the rights of way.
2. Grading activities which are determined to be a benefit to the Department and which involve vegetation removal.

Mitigation is not required for:

1. Removal of invasive plant species.
2. Vines, shrubs, and colonizing seedling trees removed within two (2) feet of limited access fence.
3. Trees removed from the clear zone.
4. Driveway construction that does not result in removal of any trees four (4) inches in diameter or greater.

8.3 - Restrictions

No tree removal, pruning, or ground disturbance shall take place within any stream buffer.

The Department may reject a permit application if the permit review determines the proposed vegetation removal will jeopardize the stability of the slope and erosion and sedimentation control.

Vegetation removal for commercial driveway and Special Encroachment Permits is not allowed for the sole purpose of daylighting a sign or business. Vegetation removal within the rights of way View Zone of an outdoor advertising sign must be done using a permit according to [Policy 6170-1, Vegetation Management at Outdoor Advertising Signs](#).

8.4 - Necessity to Prove a Benefit to the Department for Excess Grading

Grading activity or vegetation removal on the rights of way, not directly related to commercial driveway access construction or for a Special Encroachment Permit, must demonstrate a substantial benefit to the Department. Provide a base map as outlined in [the Section 3-1 - Plan Requirements](#). When "vegetation control", "grading with tree removal", "driveway clearing", "landscape clearing", "landscape clean-up", "vegetation management", "tree trimming", or "vegetation removal" requests are made for work to be done on the rights of way, the following additional items must be included in the proposal:

1. Existing and proposed grading contours
2. The construction grading boundary reasonably required to create a new driveway access.
3. The boundary of the additional excess grading.
4. The beginning and ending points at the edge of the road that mark the boundaries of proposed tree removal for the new driveway access point. Measure the number of feet between these two points.

A tree inventory. *When proposing tree removal beyond what is required for driveway construction, provide an inventory of the trees that are to be removed that are four (4) inches or greater, measured at diameter at breast height (dbh), which is 4 ½ feet above ground. Provide a total of the caliper inches of those trees.* During review, if a substantial safety or maintenance benefit to the Department is verified for additional vegetation removal as a result of additional grading or clearing activities beyond what is necessary for driveway access construction, or as the result of grading for approved Special Encroachment Permits, the applicant must provide landscape enhancement, site restoration, and replacement plants as mitigation for any lost vegetation.

8.5 - Replacement Planting Requirements for Mitigation

When landscape enhancement replacement plants are required:

1. Provide a landscape design proposal plan for replacement plants at a ratio of one-half (1/2) of the total caliper inches of trees removed and one-fourth (1/4) of the total square feet of existing native understory vegetation removed.
2. Thirty percent (30%) of the replacement shrubs and seventy-five percent (75%) of replacement trees shall be native species or cultivars of native species.
3. Seventy-five percent (75%) of all proposed trees shall be large-canopy, hardwood shade trees.
4. Grass all disturbed ground areas not planted in trees and shrubs according to GDOT Specifications.

If the Department determines that landscape mitigation cannot be reasonably accommodated, then the remainder of the mitigation shall be fees according to [Section 16-2 - Excess Clearing Fees](#).

CHAPTER 9 – LIMITED LANDSCAPES

9.1 – Criteria for a Limited Landscape

A "limited landscape" Special Encroachment Permit for landscape enhancement of small areas (less than ¼ acre) on non-interstate or non-limited access roads may be possible under specific, special circumstances. See the Limited Landscape Policy Document.

CHAPTER 10 – LOCAL/INTERSTATE MOWING

If a group or business proposes to mow a limited section of the rights of way adjacent to their frontage, exclusive of any landscape enhancement, they may complete a Limited Landscape agreement.

10.1 – Local Mowing

If a local government entity or group proposes to mow limited sections of the rights of way, exclusive of any landscape enhancement, they must complete a Maintenance Agreement through the local District Traffic Engineer/Manager. An extensive Special Encroachment Permit review is not needed.

10.2 – Interstate Centerline Mowing

If a local government entity proposes to mow sections of the rights of way that include interstate centerline rights of way, exclusive of any landscape enhancement, they must complete a Maintenance Agreement that includes a work plan with special safety guidelines for large-scale mowing operations. An extensive Special Encroachment Permit review is not needed.

CHAPTER 11 - DECORATIVE WELCOME SIGNS OR GATEWAY SIGNS

11.1 – [City and County Line Signing](#)

Local Governments may erect a city limit or county line sign according to the Department's standards on State routes as long as they meet the following criteria. (no permit is required):

1. Maximum sign size to be no larger than 48" X 30".
2. Principal legend should be a minimum of 4" in height, preferable 6".

3. Colors: Background of any color except red, orange, yellow, or fluorescent yellow-green.
4. Sign is to be ground mounted on a maximum 3 pound u-channel steel post or a 4" X 4" wood post. The sign should be placed so the bottom of the sign is a minimum of 7' above the ground line. The post shall be embedded a minimum of 3' into the ground.
5. Sign shall be erected and maintained by governing authority.
6. Signs must be installed in accordance with Figure 2A-2, Examples of Heights and Lateral Locations of Sign Installations, of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition.
7. No more than one city limit sign per direction will be erected on each route.
8. No sign will be allowed to indicate when leaving the city or county.
9. Signs for Unincorporated areas will be reviewed for processing upon official request.
10. No additional signs may be added or attached to sign or post.

11.2 - Custom Decorative Signs on Non-Limited Access Highways

Local governments may elect, instead, to erect a custom-designed decorative sign(s). Decorative signs that exceed the requirements of Department-fabricated city limit and county line signs described above require Special Encroachment Permit approval. Signs will be reviewed and approved by the District Office.

Custom-designed decorative signs on non-limited access highways must meet the following criteria:

1. The signs shall be erected and maintained by a local governing authority.
2. No advertising or Logos will be allowed on the sign or the sign structure.
3. All signs not frangible and crashworthy must be located outside the clear zone. In no circumstance will the sign be placed in an area where new roadside safety hardware would be required. The applicant may propose a location behind existing barrier.
4. All signs/structures located in the clear zone must be frangible and crashworthy and be installed in accordance with Figure 2A-2, Examples of Heights and Lateral Locations of Sign Installations, of the MUTCD, 2009 Edition.
5. Lighting and landscaping issues must be addressed in the Special Encroachment Permit by means of GPAS AMPS.
6. A Maintenance Agreement will be established specifying who will maintain the decorative sign/structure. The Maintenance Agreement must ensure that maintenance activities will be performed in a manner that will not affect the safety and operation of the highway.
7. No more than one city limit sign per direction will be erected on each route.
8. No sign will be allowed to indicate when leaving the city or county.
9. No sign will be allowed in a median or traffic island.

If a decorative sign is proposed to include an LED panel it will need to meet the following additional criteria:

1. LED portion of the sign shall remain fixed for at least 1 hour, and each transitional change shall occur within 2 seconds. (Sign shall be programmed to automatically freeze in a single display in the event of a malfunction or computer error)
2. LED portion of the sign shall not cause glare or impair the vision of the driver of any motor vehicle or to otherwise interfere with the safe operation of a motor vehicle.
3. Sign shall not deploy any display which is flashing, intermittent, or moving when the sign is in a fixed position.
4. LED portion of the sign cannot display any form of advertising or logos.
5. The sign must be located within non-limited access rights of way

11.3 – [Custom Signs on Limited Access Highways](#)

Local governments may elect to erect a decorative welcome sign within interstate or limited-access rights of way. Custom-designed decorative signs on limited access highways must meet the following criteria:

1. Sign locations shall be coordinated with major tourism areas/regions that create out of state and regional travel.
2. Signs will not be considered for attractions, roadway names, historical locations or regional malls.
3. Anything containing advertisements for organizations, clubs, and non-profit businesses will not be considered for gateway signing.
4. Signs installed without federal funds are to be processed as a Special Encroachment Permit and will not require FHWA approval.
5. Proposed sign text may be reviewed by the Department of Economic Development for concurrence.
6. Signs shall be located beyond a minimum of 120% of the clear zone (typically 42 feet).

In no circumstances shall the sign be placed in an area where positive protection is required. However, the applicant may propose a location behind an existing barrier or beyond 120% of the clear zone at existing overpasses on the fill section between the ramp and roadway.

7. Sign structures shall feather into the cut or fill slope rather than present a flat end wall facing the direction of traffic flow.
8. No more than one sign shall be used on each interchange approach.
9. Aesthetic features of the sign must conform to the review criteria found in [Chapter 12](#).

NOTE: Decorative signs that exceed the requirements of Department-fabricated city limit and county line signs described in [Section 11.1](#) require Special Encroachment Permit approval. Signs will be reviewed and approved by the State Office of Traffic Operations after recommendations from the District Office.

CHAPTER 12 - AESTHETIC FEATURES, MURALS AND BRIDGE EMBELLISHMENTS

12.1 – Public Art

All requests to enhance the State rights of way with aesthetic features, art murals, or road structure embellishments will be reviewed by the proper District Traffic Engineer/Manager, and forwarded on to the State Office of Traffic Operations, or forwarded directly to the Office of Maintenance – Landscape Architecture Unit for their comments and then on to Traffic Operations for comments prior to approval. Formal approval will be granted by the District Engineer unless, it is located on a limited access or Interstate facility.

The Department recognizes that art, by nature, is appreciated in a personal way and may not appeal to everyone equally. The Department encourages organizations or local governments to enhance the rights of way with natural vegetation rather than using murals, embellishments, or banners, etc.

Murals or embellishments that are proposed within state rights of way must be requested by a local government entity sponsor as a Special Encroachment Permit. The sponsor must sign a Maintenance Agreement to perpetually maintain regular upkeep of the mural and prevent the mural from falling into disrepair or structural unsoundness. The Maintenance Agreement will require the applicant to make provisions for removal of murals if they are not maintained. The agreement will also convey unlimited rights to the Department for modification or removal of the mural.

Banners are typically a piece of fabric or non-woven flexible material, having a greater length than width, bearing a slogan or design, hung in a public place, carried in a demonstration or procession, or used as advertisement. Banners of any sort that are to be placed in the state right of way will not be allowed.

12.2 – Review Panel

A review panel consisting of the Director of Operations, State Traffic Engineer, State Maintenance Engineer or their designees will review the conceptual drawings or final artistic design using the criteria described below. The Department reserves the right to refuse any and all proposals. Murals, ~~or~~ embellishments or aesthetic elements must meet the criteria below.

12.3 – Review Criteria

1. The feature shall not create a new fixed object within the rights of way.
2. Clear sight line shall not be obstructed.
3. The feature shall be securely affixed and permanently attached to a substantial, existing structure.
4. The feature shall not contain multiple messages or moveable parts.
5. The feature shall not be made of materials that can come loose and fall into the rights of way or road. Any proposed veneer surface must include details of how the surface will be permanently affixed and how the mural can be removed and the structure restored to its original surface.
6. The feature shall not pose a distraction to the traveling public.
7. The feature shall maintain a unified aesthetic character with the landscape and unmanaged woods along the roadway.
8. Advertising or business logos are prohibited. The mural or embellishment must not be perceived to be advertising or incorporate school team mascots or logos.
9. The feature must not contain words or written message except for discretely placed signature of artist and date.
10. Offensive messages or images are prohibited.
11. The feature shall not include any content that could potentially divide a community.
12. The feature shall not contain recognition of sponsors.
13. The mural or embellishment shall not be painted on any natural feature.
14. The feature shall not emit sound.
15. The feature shall not be externally or internally illuminated.
16. The feature shall not include images of living people.
17. The feature shall not exceed 3000 sq. ft.
18. The feature shall be no closer than 1000 feet from any other mural visible from the rights of way.
19. Local government entities must provide sound evidence that local community input was involved in choosing the content and design of the mural, including but not limited to minutes from any public meeting.
20. The feature shall not incorporate espaliered plant material.
21. The feature shall be made of long-lasting materials and be easy to maintain.

13 - SPECIAL PAVING

13.1 – Stamped Concrete Alternative

Concrete pavers are not allowed on State rights of way. The GDOT allows the use of stamped concrete for crosswalks if the following conditions are met:

1. The crossing is at a 90 degree angle with no curves to the roadway

2. The width of the treatment is less than 10 feet
3. Current ADT is 5,000 or less and truck volume is 10% or less

13.2 – Architectural Asphalt

When architectural asphalt treatment is used, the Maintenance Agreement shall include the statement that the Department will replace the feature with standard pavement during any resurfacing activities unless the sponsor funds replacement of the architectural treatment.

CHAPTER 14 - NON-STANDARD FENCING

Portions of the limited access fence may be removed for the purpose of cleaning the fence line of all vines and small brambles growing in the fence. If removed, the limited access fence must be replaced with GDOT standard fencing, in like kind, along the original location. The applicant must either replace the limited access fence at the end of each day of work or install a temporary construction fence. No gates or permanent access points will be allowed along the fence unless the applicant has entered into a Maintenance Agreement with the Department.

If fencing other than the standard hog wire or chain link is approved by the Department, it must be installed one foot inside the applicant's property and the applicant must agree to maintain the fence. All access to the work area is to be from the abutting property, not from the traveled way.

CHAPTER 15 - IRRIGATION

If the work includes installation of a sprinkler system within State rights of way, an **INDEMNITY AGREEMENT** must be signed by the applicant, approved by the GDOT Commissioner or designee and recorded by the applicant in the County Courthouse in which the site is located. No irrigation systems will be allowed within the median or traffic island unless approved by the GDOT Commissioner or designee.

The GDOT requires irrigation controllers be located outside the right of way.

Valve boxes need to be locked or located outside the right of way.

A shut-off valve at the meter connection will be required for emergency purposes.

Include tracer wires on all mainline and lateral pipes.

Sprinkler heads must be the "pop-up" type. Drip irrigation is typically not allowed within the GDOT rights of way. Sprinkler systems or some type of irrigation system are not permitted in medians except by written approval of the Commissioner or the Commissioner's designee as a special approval. The procedure for a special request is stated in section 15.1.

15.1 – Procedure for a Special Approval Request (Irrigation Systems in Medians/Islands)

Irrigation systems in a median or traffic island area require written approval from the GDOT Commissioner or the Commissioner's designee. **This is not a variance or design exception.**

1. When a permit applicant desires to install irrigation in a median or traffic island, the applicant must prepare a letter titled "Request for Special Approval".

- a. The letter must include:
 - The tracking number of the Special Encroachment Permit being applied for, and a description of the project with the State Route and location.
 - The reason why additional watering will be needed after plant establishment.
 - The note "The plantings do not violate standard design criteria."
 - A signature line for concurrence for the Director of Engineering.
 - A signature line for approval for the Chief Engineer.
 - b. The plans must CLEARLY and ACCURATELY show the Right of Way line, as well as all other items required for a plan review.
2. After the initial review by the district, the plans will be sent to the State Maintenance Office Landscape Architecture Unit for review and comment. The State Maintenance Office Landscape Architecture Unit will send the request to the State Utilities Office for review and comment. The plans and comments will be forwarded to the GDOT Office of Design Policy and Support Design Policy Unit (via e-mail designexception@dot.ga.gov), who will route the request for signature or make additional comments and return for correction. **Drawings and other submittals must be corrected per comments from SMO LAU, State Utilities, and the Design Policy Unit before forwarding.**
 3. The Director of Engineering will sign the request letter or comments will be returned to the applicant through the district for correction.
 4. Once all comments have been addressed the request will be forwarded to the Chief Engineer for signature. The Chief Engineer will either approve the request, return the request for correction or deny approval.
 5. After approval from the Chief Engineer, the request letter will be routed back to the district for distribution to the applicant.

If the irrigation system and plantings to be installed under the Special Encroachment Permit are not associated with an adjacent property owner, the meter, backflow, controller, and valves may be located on the Right of Way. HOWEVER, these must be located at the back of the right of way, and are not to be located in a median or traffic island.

CHAPTER 16 - FEES & PAYMENT

16.1 - Typical Driveway Access Fees

A Contributory Value Fee of ten dollars (\$10.00) per one (1) foot of road frontage affected by tree removal is required to compensate for all proposed removal of vegetation necessary for driveway access construction.

16.2 - Excess Clearing Fees

A Contributory Value fee is assessed to compensate for any remaining replacement plants to complete the mitigation for additional grading or clearing activities beyond what is necessary for driveway access construction where the Department determines that the required landscape replacement plants cannot reasonably be installed to compensate for the total amount of lost vegetation. The corresponding Contributory Value fees in this case can be calculated by multiplying the remaining caliper inches that cannot be replaced on the site by seven dollars (\$7.00). Refer to [Sections 3-1 – Plan Requirements](#) and [8.4 - Necessity to Prove a Benefit to the Department for Excess Grading](#).

16.3 - Payment Details

After Department review and approval, submit a check to the made payable to the Georgia Department of Transportation to the following address:

Georgia Department of Transportation
P.O. Box 117142
Atlanta, GA 30368-7142

Include the permit number on the check.

Contributory Value Fees will be deposited in the Roadside Enhancement and Beautification Fund to mitigate for the necessary vegetation removal that takes place during Special Encroachment and Driveway Permit construction.

All costs related to a Special Encroachment Permit project are the responsibility of the permit applicant.

CHAPTER 17 – JUNKYARDS

17.1 - Screening

Screening, vegetative buffer planting, ornamental walls, architectural treatment, earthen embankments, or a combination of any of these may be used to effectively hide from view any deposit of junk from the main traveled way. Refer to [GDOT Rule 672-8](#) for specific requirements and definitions for Junkyards. The screening shall be located on the owner's land and **not on any part of the highway right of way**. Plant material should be predominantly evergreen. The minimum size of plant material at the time of planting is:

- 1 – 1 ½" for large canopy shade trees
- 4 – 5' tall for small flowering trees
- 4 – 5' tall for evergreen trees
- 2 ½ - 3' tall for evergreen shrubs

CHAPTER 18 – MITIGATION FOR UNAUTHORIZED VEGETATION REMOVAL

18.1 - Damage to the State Rights of Way

Mitigation of value changes to the State rights of way or other costs for landscaping plans, traffic control, material handling, landscaping, vegetation replacement, subsequent maintenance, or other costs incurred by the Department as a result of damage to the rights of way will be the responsibility of the individual or company accountable for the value change. Mitigation includes a ~~Mowing and~~ Maintenance Agreement for the rights of way affected, reimbursement for the materials and/or vegetation removed from the rights of way, and/or the replacement of the vegetation removed from the rights of way.

18.2 - Unauthorized Vegetation Removal

Unauthorized vegetation removal or tree damage that effectively destroys existing trees will be grounds for sanctions provided for in [GDOT Rule 672-14.08](#) and the Georgia Outdoor Advertising Control Act, [Official Code of Georgia Annotated \(OCGA\) Section 32-6-70](#) et.seq., and [OCGA Section 32-6-95](#). Procedures will apply the same as in cases wherein the Department believes that an illegal tree trimming has taken place. Any person engaged in unauthorized pruning, trimming, or removal of vegetation is subject to a penalty of \$10,000 to \$20,000 per incident and restitution in an amount equal to the appraised value of the trees or vegetation, or both. Reimbursement amounts for affected vegetation 4 inches in diameter or greater will be calculated by the Department using the

BASIC TREE VALUE table in [section 18.3](#). Reimbursement of \$500 per 500 feet parallel to the traveled way will be charged in addition to the Basic Tree Value for unauthorized removal of any plant material less than 4 inches in diameter.

18.3 – Basic Tree Values Table

Diameter of Effectively Destroyed Tree (dbh in inches)	Class (Size)	Hardwood Basic Value	Non-Hardwood Basic Value
4 to 4.9	4	\$ 246.00	\$ 147.00
5 to 6.9	6	\$ 341.00	\$ 205.00
7 to 8.9	8	\$ 596.00	\$ 358.00
9 to 10.9	10	\$ 936.00	\$ 562.00
11 to 12.9	12	\$1,138.00	\$ 683.00
13 to 14.9	14	\$1,605.00	\$ 963.00
15 to 16.9	16	\$2,158.00	\$1,295.00
17 to 18.9	18	\$2,795.00	\$1,677.00
19 to 20.9	20	\$3,518.00	\$2,111.00
21 to 22.9	22	\$4,325.00	\$2,595.00
23 to 24.9	24	\$5,218.00	\$3,131.00
25 to 26.9	26	\$6,195.00	\$3,717.00
27 to 28.9	28	\$7,258.00	\$4,355.00
29 to 30.9	30	\$8,405.00	\$5,043.00

References:

History:

revised: 01/14/20;

added to Manual of Guidance: 11/01/93