



**DeKalb County
Department of Purchasing and Contracting**

JANUARY 30, 2023

**REQUEST FOR PROPOSALS (RFP) NO. 22-500636
FOR
DEKALB COUNTY'S GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) GATEWAYS
LANDSCAPING DESIGN, INSTALLATION, ENHANCEMENT, AND MAINTENANCE
(MULTI-YEAR)**

Procurement Agent:
Email:

Phyllis A. Head
phead@dekalbcountyga.gov

MANDATORY DeKalb First LSBE Meeting:
(Bidders must attend 1 meeting on either of the
dates listed.):

Wednesday February 1, 2023; or
Wednesday February 8, 2023

Zoom Video and/or Audio Conferencing:

To attend the 10:00 A.M. Mandatory Prime/LSBE
Meeting via video conferencing, Join Zoom Meeting:
<https://dekalbcountyga.zoom.us/j/157231430>

To attend the 2:00 P.M. 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-Proposal Conference:

Monday February 6, 2023, at 10:00 A.M.

Zoom Link: <https://dekalbcountyga.zoom.us/j/84736102665>

Password: 796868

Deadline for Submission of Questions:

5:00 P.M., Friday February 10, 2023

Deadline for Receipt of Proposals:

3:00 P.M., Tuesday February 28, 2023

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP 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 RESPONDER.

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DeKalb County
Department of Purchasing and Contracting
Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

January 30, 2023

REQUEST FOR PROPOSAL (RFP) No.22-500636
FOR
DEKALB COUNTY'S GDOT GATEWAYS LANDSCAPING DESIGN, INSTALLATION,
ENHANCEMENT AND MAINTENANCE
(MULTI-YEAR)

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in landscaping design, installation, enhancement, and maintenance services to submit proposals for **DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance**.

I. INTRODUCTION

- A. The County's Beautification Division is seeking a contractor to provide landscaping design, installation, enhancement, and maintenance services at four (4) GDOT gateways / ramp locations and landscaping enhancement and maintenance services at two (2) DeKalb County median locations in the County. The services consist of four (4) components: landscape design, landscaping installation, landscaping enhancement and landscape maintenance services including litter removal. The locations and services include:

The following four (4) GDOT gateways / ramp locations for landscaping design, installation and maintenance services:

- Candler Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 1.84 acre. See Exhibit A1
- Panola Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 4.98 acres. See Exhibit A2
- Wesley Chapel Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 2.80 acres. See Exhibit A3
- Chamblee-Tucker Road @ I-285 Intersection shall include all four (4) sides of the GDOT ramp, approximately 5.53 acres. See Exhibit A4

The following two (2) DeKalb County median locations for landscaping enhancement and maintenance services:

- Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy. Approximately 1.5 mile. See Exhibit A5
- Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. approximately 2.1 miles. See Exhibit A6

B. The following Required Documents Checklist includes a list of attachments which **must** be completed and returned with Responder’s technical proposal:

Required Documents	Attachment
Cost Proposal Form (1 copy, separate & sealed)	A
Proposal Cover Sheet	B
Contractor Reference and Release Form	C
Subcontractor Reference and Release Form (make additional copies as needed)	D
LSBE Documents – Exhibits A and B	E
Responder Affidavit	G
First Source Jobs Ordinance (with Exhibits 1 – 4)	H
New Employee Tracking Form	I
Mandatory Acknowledgement of Site Visit and Inspection	J
Exceptions to the Standard County Contract, if any	K

C. The design and installation shall commence within ten (10) calendar days after acknowledgement of receipt of written notice to proceed and shall be completed within 150 calendar days, while maintenance services shall be performed according to the schedule submitted in this RFP. The installation schedule shall be developed and submitted with a project start date and schedule for installation in Spring 2023.

D. The County reserves the right to make one (1) award for all four (4) components: design, landscaping installation, landscaping enhancements, and maintenance services, including litter removal; or multiple awards or whatever is deemed in the best interest of the County.

II. SCOPE OF WORK

A. Design

1. Along with technical proposal, the Proposer will be expected to submit initial conceptual design(s), per GDOT requirements, for each of the following gateway locations:
 - Candler Road @ I-20 Intersection (include all four (4) sides of the GDOT ramp, approximately 1.84 acre.) See Exhibit A1

- Panola Road @ I-20 Intersection (include all four (4) sides of the GDOT ramp, approximately 4.98 acres). See Exhibit A2
- Wesley Chapel Road @ I-20 Intersection (include all four (4) sides of the GDOT ramp, approximately 2.80 acres). See Exhibit A3
- Chamblee-Tucker Road @ I-285 Intersection (include all four (4) sides of the GDOT ramp, approximately 5.53 acres.) See Exhibit A4

Note: *Irrigation system is not required.*

2. The Proposer shall submit to the County conceptual design(s) for each location for evaluation and review. Conceptual design(s) shall be submitted via flash drive with technical proposal, including one original, hard copy version and six (6) flash drives containing identical copies of technical proposal, and conceptual design(s).
3. The Proposer shall clearly specify the plants type, sizes, quantities, spacing of each proposed plant type within each design.
4. The Proposer shall 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, environmentally harmful, economic cause, etc., are prohibited for use in this project. Georgia grown plants are strongly encouraged. Additionally, only Bermuda sod is approved for this project and for the entire length of each DOT ramp.*
5. Ornamental shrubs used for mitigation are to be spaced for total coverage in two (2) years.
6. The proposed design(s) shall also include a list of trees, plants, seasonal flowers, ornamental shrubs, and/or other plant species, pine straw/mulch to be replaced for each season.
7. The Proposer 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.
8. 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 Contractor shall provide landscaping installation in accordance with the approved design for each of the following locations:
 - Candler Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 1.84 acres. See Exhibit A1

- Panola Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 4.98 acres. See Exhibit A2
 - Wesley Chapel Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 2.80 acres. See Exhibit A3
 - Chamblee-Tucker Road @ I-285 Intersection shall include all four (4) sides of the GDOT ramp, approximately 5.53 acres. See Exhibit A4
2. The Proposer shall provide a total combined cost for the landscaping installation for the plant list on Attachment A Cost Proposal Form. For the purposes of budget allocation and contracting, the individual cost for each of the four (4) GDOT interchange locations will be calculated using a factor (scaled according to the acres at each location) as provided in Attachment A Cost Proposal Form.
 3. The Contractor shall comply with all GDOT Publications policies & procedures, including but not limited to those regarding landscaping and enhancements (Exhibit A7).
 4. The Contractor is responsible for soil testing, and installation of all plants, flower, ornamental shrubs, sods, pine straw/mulch in accordance with the County and GDOT approved design for each location.
 5. The Contractor shall provide a guarantee on all installed landscape and the installed Bermuda grass must germinate within the first 90 days. All approved and installed plants shall remain alive and healthy for at least twelve (12) months after installation. All dead or diseased plants shall be removed and replaced by the contractor at its own expense.
 6. The Contractor shall properly bag all trash, debris, and/or litter removed from designated work areas upon completion of the installation, enhancement, and/or maintenance. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.
 7. Prior to installation, the Contractor shall check for all underground utilities and conduct installation to avoid any impact on utilities.
 8. The minimum size of plant materials at time of planting are
 - 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. Enhancement

1. There are two (2) DeKalb County median locations that require a one-time enhancement on existing landscape. The locations include:
 - Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy. Approximately 1.5 miles. See Exhibit A5

- Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. approximately 2.1 miles. See Exhibit A6
2. The Proposer shall provide a proposed enhancement plan for each location using the existing landscape. For example, trimming plants/shrubs/trees and apply mulching/pine straw/sod wherever needed. **Note:** *Only pine straw, mulch, and/or Bermuda sod are accepted as ground cover material.*
 3. The Proposer shall provide a cost for installation in accordance with the design drawings, details, and total plants list for each location on Attachment A Cost Proposal Form.
 4. No existing trees, plants, or ornamental shrubs shall be removed and installed from/to existing landscape without County approval.

D. Maintenance

1. The Contractor shall provide continued landscaping maintenance for all six (6) locations:
 - Candler Road @ I-20 Intersection (shall include all four (4) sides of the GDOT ramp, approximately 1.84 acres.) See Exhibit A1
 - Panola Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 4.98 acres. See Exhibit A2
 - Wesley Chapel Road @ I-20 Intersection shall include all four (4) sides of the GDOT ramp, approximately 2.80 acres. See Exhibit A3
 - Chamblee-Tucker Road @ I-285 Intersection shall include all four (4) sides of the GDOT ramp, approximately 5.53 acres. See Exhibit A4
 - Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy. Approximately 1.5 miles. See Exhibit A5
 - Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. approximately 2.1 miles. See Exhibit A6
2. Maintenance shall include, at minimum, the following:
 - Litter abatement services
 - Mowing of the Bermuda sod and weeding, pruning and other general maintenance activities (bi-weekly)
 - Maintaining the entire designated flower bed area and entire acreage of the GDOT Intersections / Ramps and the DeKalb County Medians, and replacing proposed plant materials as needed (assumed on a quarterly basis – See Item 18 under Section C Maintenance)
3. The Contractor shall be responsible for caring, enhancement, and maintaining of the installed landscape.

4. All landscaped areas shall be fertilized as needed. An application schedule and frequency along with the specified fertilizer products must be submitted and approved by the County prior to each application.
5. As needed, the Contractor shall be responsible for the immediate control and identification of any insect or disease that may arise in any landscaped area.
6. Year-round mowing, weeding, and weed eater around the perimeter of the GDOT ramps around the landscaped areas shall be done every two weeks from April 1st to November 30th of each year and every four weeks from December 1st through March 31st of each year.
7. Pre-emergent and post emergent applications are required once a year as part of landscaping enhancement and maintenance services.
8. All grassed areas shall be uniformly cut to a minimum height of 1", but no higher than 2", unless otherwise directed by the County. **Note:** *In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict again at the Contractor's own expense.*
9. The Contractor shall ensure that its operation does not cause rutting or damage any slopes. The Contractor shall be solely responsible for repairing any damage caused by the normal mowing operations to the ditches. If rutting occurs, the Contractor shall hand mow only.
10. The Contractor shall take caution and mow within a 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.
11. 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 County.
12. Prior to mowing, the Contractor shall be responsible for removing all litter and debris from all grassed areas.
13. Upon each service completion, the Contractor shall keep the entire serviced area neat and clean.
14. To prevent projectiles from being thrown around, mowers must have guards on their mowing decks.
15. The entire length of the GDOT ramp shall be edged after each mowing event.
16. All seasonal/annual landscape flowers, ornamental shrubs, etc. shall be replaced at the beginning of each calendar season (Spring, Summer, Fall, & Winter).
17. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.
18. The cost to replace twenty percent (20%) of all proposed plant materials shall be included in the cost proposal. Actual compensation to the Proposer will be based on actual plants replaced as part of routine maintenance and replacement activities, pursuant to the terms and conditions of this Agreement.

***Note:** The County is responsible for replacing all ornamental plants that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen circumstances beyond the Contractor's control. However, if the County determines that the poor condition of ornamental plants is due to improper maintenance or other cause within the Contractor's control, the Contractor shall be responsible for replacing such ornamental plant at its own expense. This determination shall be made at the County's sole discretion.*

19. Perennial ornamental shrubs shall be pruned as needed.
20. Dead or diseased plants shall be removed and replaced as needed.
21. If necessary, if mulch or pine straw is lost, washed or blown away, such areas shall be replenished as needed at a minimum of one time a year in December.

E. Weekly Litter/Debris Removal

1. The Contractor shall perform litter removal once a week for the entire GDOT intersection / ramp areas and DeKalb County Medians 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 remove it 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 create roadside obstacles.
6. The Contractor shall be solely responsible for the safety and the conduct of its 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 strategically placed and visible to the public.

III. OPERATIONAL GUIDELINES

- A. The County 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. Contractor is solely responsible for Contractor's equipment.*

- 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 County 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. The County reserves the right to determine, at the County's sole discretion, the necessity for time extensions and the length of any such time extension, but requests for time extensions will not be unreasonably denied.
- 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 public. 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 regarding any safety issues, concerns, or incidents.
- K. At least once a month, the Contractor shall take before and after pictures 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 obtain the County's written approval prior to the beginning of the additional work.
- M. Since the County is closed on weekends. Work on the weekend is not permitted.

IV. TRAFFIC REQUIREMENTS

- A. Where required, maintenance of traffic shall be the responsibility of the Contractor and shall be part of the cost proposal and shall conform to the GDOT's 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 Contractor 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/or vehicles.
- D. If conditions are such that temporary traffic signals and signs illuminated or are otherwise necessary, then these will be provided and maintained by the Contractor.
- E. Contractor shall comply with any special traffic requirements of the 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. MANDATORY ACKNOWLEDGEMENT OF SITE VISIT AND INSPECTION

- A. Prior to submittal of your proposal, the Proposer responders must visit and review the site locations on his/her own time, and to familiarize himself/herself with the conditions of each site.
- B. The Proposer shall be responsible for measuring the entire length of the GDOT ramp.
- C. Responders must confirm the inspections by completing the ACKNOWLEDGEMENT OF SITE VISIT (See Attachment J)

VI. AWARD

- A. This contract will be awarded for all four (4) components: design, installation, landscaping enhancement and maintenance services including litter removal. The County reserves the right to make one or multiple awards, as deemed whatever is best for the County.

VII. GDOT REQUIREMENTS

- A. This landscaping project is mostly on GDOT properties, except for the two (2) median locations that belong to the County. In addition to the requirements specified herein, the awarded contractor shall also be familiar with the GDOT Policies and Procedures enclosed hereby as Exhibit A7, 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>
- B. The County will be responsible for securing the mowing & maintenance agreements from GDOT using the approved Stamped Construction Drawings provided by the Contractor.
- C. The County will be responsible for all permit requirements from GDOT and the County using the supporting permit application documentation provided by the Contractor.

VIII. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for **Request for Proposals No. 22-500636** for "**DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance**" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope shall result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the cost proposal form.**

B. Technical Proposal

DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL OR ON THE DISCS CONTAINING THE TECHNICAL PROPOSAL.

1. Technical Proposals must be submitted in a sealed envelope(s) or box(es) with the responder's name and "Request for **Proposals No. 22-500636** for "**DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance**" on the outside of each envelope or box.
2. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
3. **Technical Approach:**
 - a) Responders are required to describe a summary of the firm's understanding and approach to each task outlined under the Scope of Work and methods that will achieve the required outcome of the project as specified herein.
 - b) Specifically, concerning the design(s), the responders shall provide, as part of their Proposal in response to this RPF, a detailed description of the proposed design(s), including a plants list along with design plans or any other information that will assist the County in evaluating the proposed design(s). To the extent the proposed designs are location specific, please indicate the location that the design is proposed to match.

4. **Project Management:**

- a) Describe how the project will be organized and managed;
- b) Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion. The anticipated schedule shall show the start date and initial installation in Spring 2023.
- c) Describe progress reporting procedures for the project;
- d) Include the anticipated use of subcontractors or vendors; and
- e) Describe the resources necessary to accomplish the purpose of the project.
- f) Include participation in monthly construction progress meeting and as needed correspondence with the Owner.

5. **Personnel:**

- a) Identify the individuals who will be part of the project team; provide the key personnel assigned for each of the tasks identified in the scope of this RFP including but not limited to landscape design, landscape installation, landscape maintenance, and landscape enhancements;
- b) Include any outside personnel, such as subcontractors;
- c) Provide detailed resumes of team members and subcontractors who will be directly working on the project; Include their experience for GDOT landscape projects and any other landscape projects for government entities in the US; Identify their key area of expertise pertaining to the scope of services in this RFP;
- d) Provide documentation for the Project Manager's experience and any other key personnel's experience directly related to landscape design, landscape installation, landscape maintenance, and landscape enhancements for similar GDOT projects and projects performed for other government entities
- e) Any changes to the key personnel team after contract award will need to be approved in writing by the County. The Contractor will need to submit, to the County, resumes and relevant experience as required in this RFP and obtain written approval prior to making the personnel change for the project.

6. **Organizational Qualifications:**

It is imperative that the materials and information provided to the County on the organizational qualifications include sufficient documentation that will indicate the proposer's work experience, training, education and performance of similar projects for GDOT and local government entities, in both size and scope. Experience of key personnel on the project may be substituted for organizational experience only for landscape design and maintenance portions of the Scope of Services. Only the Organizational qualifications and experience will count for installation and enhancement service portion of the Scope of Services.

At a minimum, Proposers must expressly reply to each subpart of each of the following questions:

- a) Has the Responder performed the following scope for any Georgia Department of Transportation (GDOT) projects?
 - i. landscape design
 - ii. landscape installation

- iii. landscape maintenance
 - iv. landscape enhancements
- b) If Responder has worked for the GDOT previously, please identify the following:
- i. How many years of experience with GDOT projects similar to the one outlined in this RFP?
 - ii. Identify any GDOT projects performed by Responder in the last five years. Provide a list of the projects with a brief project summary, including project name, project size, project location, years and duration of project, and contract terms and project values. Provide a minimum of two (2) GDOT project(s) your company previously had or currently has in the last five years.
 - iii. Are you familiar with GDOT policies and procedures?
- c) Has the Responder performed the scope of work described above for any government entities within the United States? Provide a list of the projects with a brief project summary, including project name, project size, project location, years and duration of project, and contract terms and project values.
- d) Has the Responder performed the scope of work described above in the Metro Atlanta area? If so, provide a list of the projects with a brief project summary, including project name, project size, project location, years and duration of project, and contract terms and project values.
- e) Describe Responders overall experience, capabilities and other qualifications for this project and projects of similar size and scope.
- f) How many years has Responder operated under current company name?
- g) Has Responder ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any government entity, including a Federal department or agency from doing business with the Federal Government, a state department or agency from doing business with a state, and/or any local government from doing business with a local government?
- h) Provide number of personnel and sub-contractor(s) assigned to work on projects stated above.
- i) Did any projects include sod installation? If so, what was the square footage?
- j) Did any projects include pre/post emergent for weed control? If so, what was the frequency?
- k) Did any projects include fertilization? If so, what was the frequency?
- l) Did any projects include litter removal? If so, what was the frequency?
- m) Were tree-gators for watering trees/scrubs used on the projects? If so, what was the frequency?
- n) Did the projects include total installation?

7. **Financial Responsibility:**

- a. Responder must provide financial statements for the last three (3) years that evidences the responder's financial capabilities to perform the scope of work. (Audited statements are

preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation (if applicable).

8. **References:**

- a) Responder shall provide three (3) references for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C. References must indicate the client, the size of the contract, the full range of services and contract time frame. Each reference shall include a contact person who has direct knowledge of the services, a current telephone number and email address. **The ineffectiveness of contact information and/or the reference's lack of responsiveness may result in reduction in points for this category.**
- b) Provide three (3) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and/or LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

9. **Location and Responsibility:**

- a. Provide the following information: Are you a DeKalb County Firm? Yes / No.
- b. Contractor to maintain an office in the greater Atlanta area during the contract period. The Contractor must be available to meet in person with County personnel upon a 24-hour notice period.

C. DeKalb First Ordinance

1. 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/>.
2. It is required that all responding Responders attend the mandatory LSBE meeting within two-weeks of the solicitation's advertisement, and comply, complete and submit all LSBE forms with the Responder's response 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>.
3. For further details regarding the DeKalb First Local Small Business Enterprise Ordinance, contact the LSBE Program representative, at DeKalbFirstLSBE@dekalbcountyga.gov.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program, which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

IX. CRITERIA FOR EVALUATION

The following evaluation criteria and the maximum points stated below will be used as the basis for the evaluation of proposals.

- A. Cost (10 points)
- B. Technical Approach to the Project (10 points)
- C. Project Management (10 points)
- D. Personnel (10 points)
- E. Organizational Qualifications (40 points)
- F. Financial Responsibility (5 points)
- G. References (5 points)
- H. Local Small Business Enterprise Participation (10 points)
- I. Optional Interview (10 points) – bonus

X. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders 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 by the Board of Commissioners.

B. Submittal Instructions

One (1) original hard copy Technical Proposal stamped "Original", one (1) original hard copy Design(s) and six (6) flash drives with each containing an identical copy of the Technical Proposal and design(s) (do not include the Cost Proposal on the flash drives); and one (1) original Cost Proposal (see Section III.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 p.m. on **Tuesday February 28, 2023.**

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

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. **RFP 22-500636** for "**DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance**" on the outside of the envelope(s) or box(es).

It is the responsibility of each Responder to ensure that its submission is received by 3:00 p.m. on the proposal 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 response. The RFP opening time shall be strictly observed. Be aware that visitors to our offices will go through a security screening process upon entering the building. Responders 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. Responders should plan their deliveries accordingly. Telephone or fax proposals will not be accepted.

C. Pre-Proposal Conference (Non-Mandatory)

A pre-proposal conference and site visit will be held at 10:00 a.m. EST on the 6th day of February 2023 via Zoom teleconference. Interested responders are strongly encouraged to attend and participate in the pre-proposal conference. For information regarding the pre-proposal conference, please contact Phyllis A. Head at phead@dekalbcountyga.gov.

D. Questions

All questions concerning the Project and requests for interpretation of the Contract may be asked and answered at the pre-proposal conference; however, oral answers are not authoritative or binding on the County. Questions must be submitted to Phyllis A. Head at phead@dekalbcountyga.gov, no later than 5:00 p.m. EST on **Friday February 10, 2023**. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this time on this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Phyllis A. Head at phead@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, www.dekalbcountyga.gov/formal bids.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. 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 person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

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.

K. Business License

Responder shall submit a copy of its current, valid business license with its proposal or upon award. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of this Contract.

L. Ethics Rules

Proposers are subject to the applicable Ethics provision within the DeKalb County Purchasing Policy; the Organizational Act, Section 22A, and the Code of DeKalb County. Any violations will be addressed, pursuant to these policies and rules.

To the extent that the Organizational Act, Section 22A and the Code of DeKalb County allow a gift, meal, travel expense, ticket, or anything else of value to be purchased for a County 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.

M. 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 those 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 of this contract, 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 location 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.

N. Cooperative Agreement

The County through the Department of Purchasing and 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.

XI. AWARD OF CONTRACT/ INTERVIEWS

An evaluation committee will review and rate all proposals and shall determine if interviews are necessary.

If interviews are conducted, firms will be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award and the DeKalb County Governing Authority, will make the final decision as to award of the contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,

Phyllis A. Head
Procurement Manager
Department of Purchasing and Contracting

Attachment A: Cost Proposal
Attachment B: Proposal Cover Sheet
Attachment C: Contractor Reference and Release Form
Attachment D: Subcontractor Reference and Release Form
Attachment E: LSBE Opportunity Tracking Form
Attachment F: Sample County Contract
Attachment G: Responder Affidavit
Attachment H: First Source Jobs Ordinance Information with Exhibits 1 - 4
Attachment I: First Source New Employee Tracking Form
Attachment J: Mandatory Acknowledgement of Site Visit and Inspection
Attachment K: Exceptions to the Standard County Contract, if any
Exhibit A1: Aerial Photo - Candler Rd. @ I-20 Intersection
Exhibit A2: Aerial Photo - Panola Rd. @ I-20 Intersection
Exhibit A3: Exhibit A3 – Aerial Photo - Wesley Chapel Rd. @ I-20 Intersection
Exhibit A4: Aerial Photo - Chamblee-Tucker Rd. @ I-285 Intersection
Exhibit A5: Aerial Photo - Chamblee-Tucker Rd. Median
Exhibit A6: Aerial Photo – Flat Shoals Pkwy. Median
Exhibit A7: GDOT Publications Policies & Procedures

ATTACHMENT A

COST PROPOSAL FORM

(consisting of 5 pages)

**DEKALB COUNTY GDOT GATEWAYS LANDSCAPING DESIGN, INSTALLATION,
ENHANCEMENT AND MAINTENANCE**

Responder: Please complete the attached pages of the Cost Proposal Form and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. RFP 22-500636 and DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that the proposal is a formal, binding offer and if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

COST PROPOSAL FORM

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Item No.	Description	Qty	Factor	Units	Unit Price	Total Price
1	Landscaping Design as Specified under the Scope of Services, Item A, Design. Proposer indicates hereby the total price shall include all four (4) sides of each GDOT ramp for all four (4) locations: (See Note 1)					
	1. Candler Road @ I-20 Intersection (~ 1.84 ac)	1	1	LS	\$	\$
	2. Panola Road @ I-20 Intersection (~ 4.98 ac)	1	1	LS	\$	\$
	3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	1	1	LS	\$	\$
	4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	1	1	LS	\$	\$
	Sub Total for Landscaping Installation for all GDOT Intersections / Ramps =					\$
2	Landscaping Installation as Specified under the Scope of Services, Item B, Installation. Proposer indicates hereby the total price shall include all four (4) sides of each GDOT ramp for all four (4) locations: (See Note 1)					
	1. Candler Road @ I-20 Intersection (~ 1.84 ac)	1	1	LS	\$	\$
	2. Panola Road @ I-20 Intersection (~ 4.98 ac)	1	1	LS	\$	\$
	3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	1	1	LS	\$	\$
	4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	1	1	LS	\$	\$
	Sub Total for Landscaping Installation for all GDOT Intersections / Ramps =					\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Item No.	Description	Qty	Factor	Units	Unit Price	Total
3	Landscaping Enhancement as Specified under the Scope of Services, Item C, Enhancement. Proposer indicates hereby the price shall include all planting areas along the entire length of each median location (See Note 2)					
	5. Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy (~ 1.5 miles)	1	1	LS	\$	\$
	6. Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. (~ 2.1 miles)	1	1	LS	\$	\$
	Sub Total for Landscaping Enhancement Installation for DeKalb County Medians =					\$
4A	For the season between April 1 through November 30, every Two-Week Maintenance Service as Specified under the Scope of Services, Item D, Landscaping Maintenance. Proposer indicates hereby the total price shall include all four (4) sides of each GDOT ramp for all four (4) locations: (See Note 1)					
	1. Candler Road @ I-20 Intersection (~ 1.84 ac)	16	1	bi-wkly	\$	\$
	2. Panola Road @ I-20 Intersection (~ 4.98 ac)	16	1	bi-wkly	\$	\$
	3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	16	1	bi-wkly	\$	\$
	4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	16	1	bi-wkly	\$	\$
	Sub Total for Every Two-Week Maintenance Service for all four (4) GDOT Intersections / Ramps =	16	-	bi-wkly	\$	
4B	For the season between April 1 through November 30, every Two-Week Maintenance Service as Specified under the Scope of Services, Item D, Landscaping Maintenance. Proposer indicates hereby the price shall include all planting areas along the entire length of each median location (See Note 2)					
	5. Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy (~ 1.5 miles)	16	1	bi-wkly	\$	\$
	6. Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. (~ 2.1 miles)	16	1	bi-wkly	\$	\$
	Sub Total for Every Two-Week Maintenance Service for DeKalb County Medians =					\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Item No.	Description	Qty	Factor	Units	Unit Price	Total
4C	For the season between December 1 through March 31, once per month Maintenance Service as Specified under the Scope of Services, Item D, Landscaping Maintenance. Proposer indicates hereby the total price shall include all four (4) sides of each GDOT ramp for all four (4) locations: (See Note 1)					
	1. Candler Road @ I-20 Intersection (~ 1.84 ac)	4	1	mothly	\$	\$
	2. Panola Road @ I-20 Intersection (~ 4.98 ac)	4	1	mothly	\$	\$
	3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	4	1	mothly	\$	\$
	4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	4	1	mothly	\$	\$
	Sub Total for monthly Maintenance Service for all four (4) GDOT Intersections / Ramps =	4	-		\$	
4D	For the season between December 1 through March 31, monthly Maintenance Service as Specified under the Scope of Services, Item D, Landscaping Maintenance. Proposer indicates hereby the price shall include all planting areas along the entire length of each median location (See Note 2)					
	5. Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy (~ 1.5 miles)	4	1	mothly	\$	\$
	6. Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. (~ 2.1 miles)	4	1	mothly	\$	\$
	Sub Total for monthly Maintenance Service for DeKalb County Medians =				\$	
5	Weekly Litter/Debris Removal Service as Specified under the Scope of Services, Item E, Weekly Litter/Debris Removal. Proposer indicates hereby the weekly price per each location (See Notes 1 and 2)					
	1. Candler Road @ I-20 Intersection (~ 1.84 ac)	52	-	wkly	\$	\$
	2. Panola Road @ I-20 Intersection (~ 4.98 ac)	52	-	wkly	\$	\$
	3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	52	-	wkly	\$	\$
	4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	52	-	wkly	\$	\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Description	Qty	Factor	Units	Unit Price	Total
5. Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy (~ 1.5 miles)	52	-	wkly	\$	\$
6. Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. (~ 2.1 miles)	52	-	wkly	\$	\$
Sub Total for Weekly Litter/Debris Removal Service for GDOT Intersections / Ramps and DeKalb County Medians =					\$
6 Replace twenty (20) percent of all proposed plant materials shall be included in the cost proposal. Item. 18 (See Note 3).					
1. Candler Road @ I-20 Intersection (~ 1.84 ac)	0.2	1.00	-	\$	\$
2. Panola Road @ I-20 Intersection (~ 4.98 ac)	0.2	1.00	-	\$	\$
3. Wesley Chapel Road @ I-20 Intersection (~ 2.80 ac)	0.2	1.00	-	\$	\$
4. Chamblee-Tucker Road @ I-285 Intersection (~ 5.53 ac)	0.2	1.00	-	\$	\$
5. Chamblee-Tucker Road Median Starting from I-285 to Presidential Pkwy (~ 1.5 miles)	0.2	1.00	-	\$	\$
6. Flat Shoals Pkwy. Median Starting from Clifton Springs Rd. to Wesley Chapel Rd. (~ 2.1 miles)	0.2	1.00	-	\$	\$
Sub Total for Weekly Litter/Debris Removal Service for GDOT Intersections / Ramps and DeKalb County Medians =					\$
7 Contingency Budget =					\$ 250,000.00
GRAND TOTAL (Sum of Subtotals for Items 1, 2, 3A & B, 4A-D, 5, 6 and 7) =					\$

*****COST PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PROPOSER WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD*****

Notes:

1.	The Proposer shall provide the individual lump sum costs for each of the four (4) GDOT interchange locations identified in the RFP for all the services (design, installation / enhancement, maintenance, weekly debris removal, and replacement cost that takes into the account the design(s) proposed in accordance with the Scope of Services.
2.	The Proposer shall provide the individual lump sum costs for each of the two (2) DeKalb County Median locations identified in the RFP for all the services (design, installation / enhancement, maintenance, weekly debris removal, and replacement cost that takes into the account the design(s) proposed in accordance with the Scope of Services.
3.	Actual compensation to the proposer will be based on actual plants replaced as part of routine maintenance and replacement activities, as agreed upon by all parties after contract award.

**ATTACHMENT B
PROPOSAL COVER SHEET**

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for RFP 22-500636 for DeKalb County’s GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on February 28, 2023 until 3:00 p.m. (EST). Proposals shall be marked in accordance with the RFP, Section V.B.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending proposals or time sensitive documents, you may want to consider a courier that will deliver to specific offices at street addresses of office buildings with multiple offices.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

**ATTACHMENT C
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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

You, the County, are hereby authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

**ATTACHMENT D
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 of service 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			

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			

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			

REFERENCE CHECK RELEASE STATEMENT

You, the County, are hereby authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT E

**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 <http://www.dekalbcountyga.gov/purchasing-contracting/about-purchasing-and-contracting> 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 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
PROPOSER: _____

SOLICITATION NUMBER: **RFP 22-500636**

TITLE OF UNIT OF WORK: **DeKalb County’s GDOT Gateways Landscaping Design,
Installation, Enhancement, and Maintenance**

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	

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 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 at 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 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 _____, 202__.

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 proposal 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: 22-500636

Project Name: DeKalb County's GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance

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: _____

ATTACHMENT F

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of ____, 20__, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a corporation organized and existing under the laws of the State of _____, with offices in _____, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20XX, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

- A. Original invoice(s) must be submitted to:
DeKalb County, Georgia
Attention: “{Department}”

B. 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

ARTICLE IV. STATEMENT OF WORK

The Contractor agrees to provide all services in accordance with the County's Request for Proposals (RFP) No. 22-500636 for DeKalb County GDOT Gateways Landscaping Design, Installation, Enhancement, and Maintenance, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference. The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific assignment(s) authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE V. GENERAL CONDITIONS

A. 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.

B. 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.

C. 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. However, 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.

D. 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 those 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 location 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.

E. 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 other than Contractor.

F. 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.

G. 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. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, 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 Contractor 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.

H. 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 in 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.

1. Contractor's liability shall be limited to public liability (personal injury and property damage)
2. Ownership of Documents clause does not apply to pre-existing intellectual property owned by Contractor. Contractor shall retain all rights, title and interest thereto. To the extent that the Contractor incorporates pre-existing intellectual property into a derivative work for the County, Contractor will retain ownership of such derivative work as well.

I. 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 assignment, 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 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. The expiration, cancellation or altered state of certificates shall be remedied to ensure compliance with this provision during the entire period of this Contract. Failure to maintain insurance certificates in compliance with the terms of this agreement shall constitute a material breach of the contract and may result in the termination of the contract. 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.

J. 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.

K. 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.

L. Contractor and Subcontractor Evidence of Compliance; 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. Contractor certifies that it 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 to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. 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. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. 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. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

M. 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.

N. 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.

O. Georgia Open Records Act Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

P. First Source Jobs Ordinance and Preferred Employees The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Assignment, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this assignment consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please

contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

Q. Business License Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

R. 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, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution 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. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

S. Attachments and Appendices This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

T. 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.

U. 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 County's Chief Executive Officer and the Executive Assistant 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 County's Executive Assistant 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 Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer

1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

_____,

V. Counterparts This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

W. Controlling Provisions The Contract for this assignment shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

{NAME OF CONTRACTOR}

DEKALB COUNTY, GEORGIA

By: _____(SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

Date

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

_____ **by Dir.**(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

APPENDIX I
RFP

SAMPLE

APPENDIX II
PROPOSER'S RFP RESPONSE

SAMPLE

ATTACHMENT B
Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Assignment

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C
Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Assignment

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Assignment

DeKalb County Georgia Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

**ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION**

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:
_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)

**ATTACHMENT G
RESPONDER AFFIDAVIT**

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to 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 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].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

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 H

CHAPTER 7: FIRST SOURCE ORDINANCE

**CHAPTER
07**



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



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: _____

ATTACHMENT J
MANDATORY ACKNOWLEDGEMENT OF SITE VISIT AND INSPECTION

I _____ have visited the site locations and have confirmed that our proposal was submitted under the surety of the site locations. I _____ confirm I am aware of the locations and current conditions; I also understand that failure to fully review and inspect the site locations may result in my proposal being deemed Non-Responsive.

I _____ am duly and properly in office and I am fully authorized and empowered to execute this Acknowledgement for and on behalf of the Contractor.

By: _____ (SEAL)
Signature

Name (Typed or Printed)

Title

Name of Business

Federal Tax I.D. Number

EXHIBIT A1
CANDLER RD. @ I-20 INTERSECTION



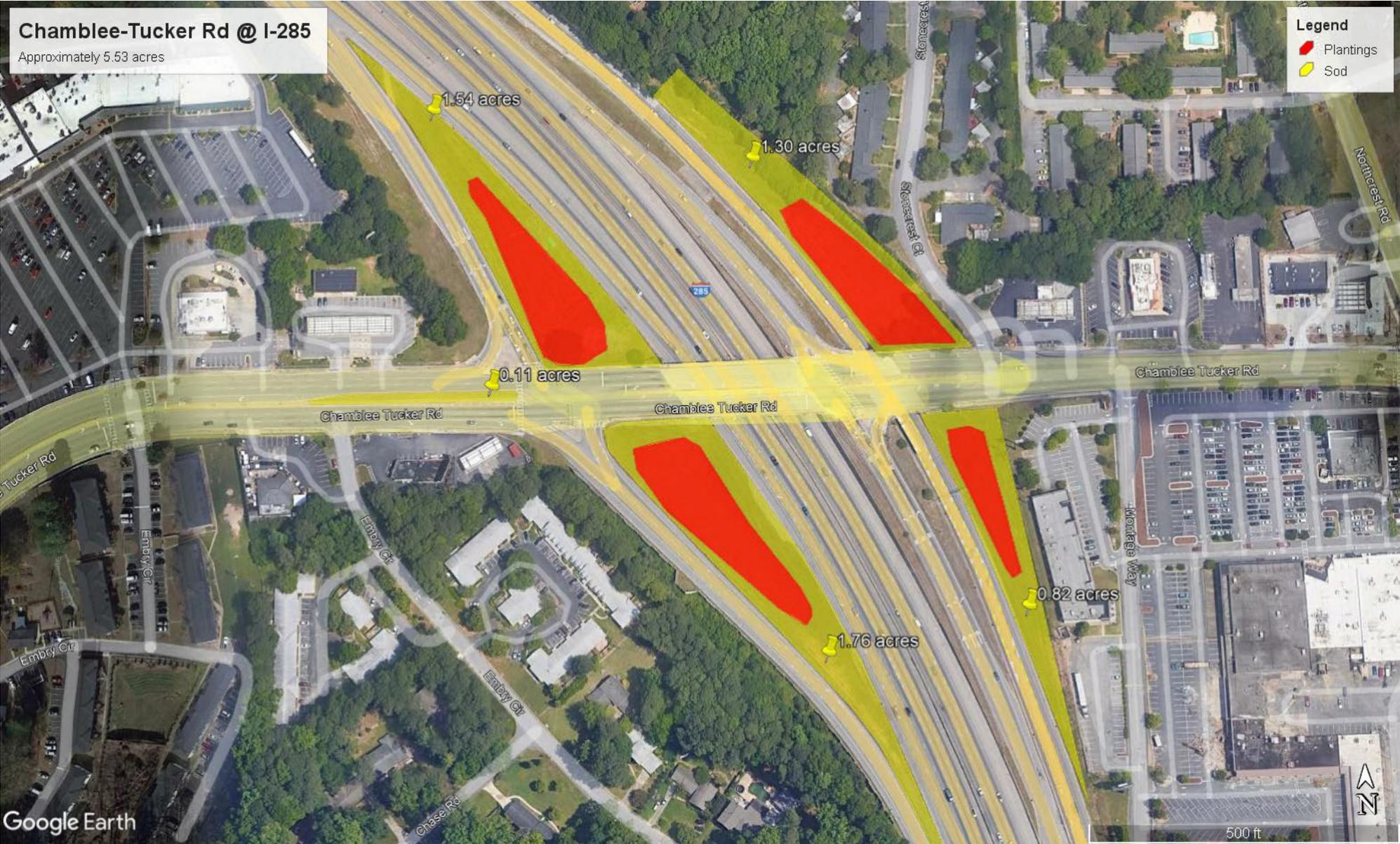
EXHIBIT A2
PANOLA RD. @ I-20 INTERSECTION



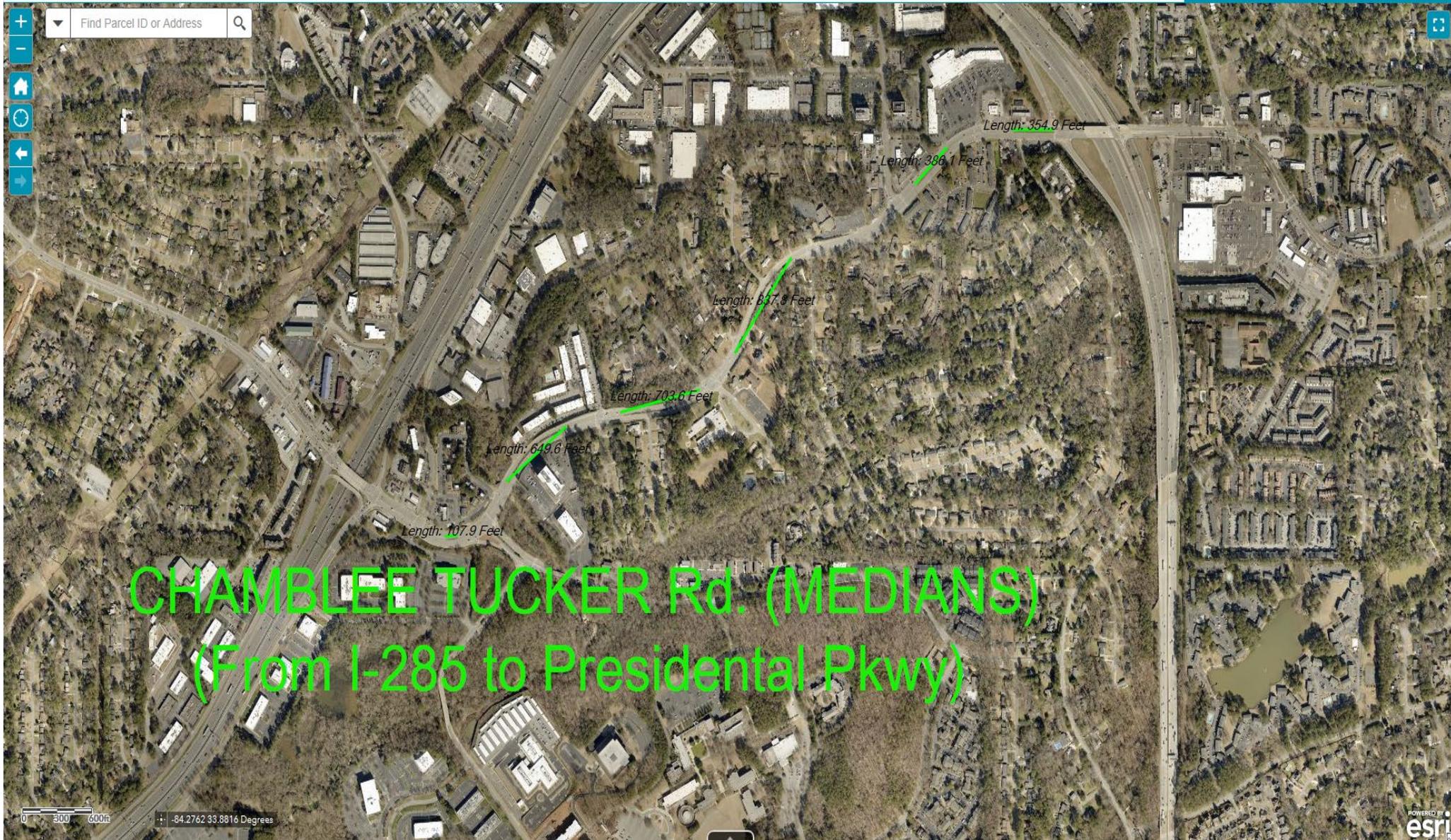
EXHIBIT A3
WESLEY CHAPEL RD. @ I-20 INTERSECTION



EXHIBIT A4
CHAMBLEE-TUCKER RD. @ I-285 INTERSECTION



**EXHIBIT A5
CHAMBLEE-TUCKER RD. MEDIAN**



**EXHIBIT A6
FLAT SHOALS PKWY. MEDIAN**



EXHIBIT A7



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@gdot.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

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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.

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- 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.

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4.2 – Horizontal Clearances for Trees and Shrubs Table

Horizontal Clearances for Trees and Shrubs	
Posted / Design Speed	Minimum Horizontal Clearance ¹
≤ 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
<u>Achyranthes japonica</u>	Japenese 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	Brazillian waterweed
Eichhornia crassipes	water hyacinth
Elaeagnus pungens	thorny olive
Elaeagnus umbellata	autumn-olive
Fallopia japonica	Japenese 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 keisackii	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

Phyllostachys aurea	golden bamboo
Pueraria Montana var. lobata	kudzu
Pyrus calleryana	Callery Pear, Bradford Pear
Rosa multiflora	multiflora rose
Salvinia molesta	giant salvinia
Sesbania herbacea	bigpod sesbania
Sesbania punicea	red sesbania
Sorghum halepense	johnsongrass
Spiraea japonica	Japanese spiraea
Tamarix gallica	French tamarisk
Triadica sebifera	Chinese tallowtree
Vinca major	big periwinkle
Vinca minor	common periwinkle
Wisteria floribunda	Japanese wisteria
Wisteria sinensis	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](http://www.americanstandards.org).

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.

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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.

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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

Policy: 6755-9 - Policy for Landscaping and Enhancements on GDOT Right of Way
Date Last Reviewed: 1/14/2020

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:

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