



INVITATION TO BID NO: 21-073

Sugarloaf Xpress Park and Ride Lot Construction

Instructions to Bidders:

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

BID OF:

Name of Bidder: _____

Address: _____

City, State, and Zip Code: _____

SUBMIT BID TO:

ATLANTA-REGION TRANSIT LINK AUTHORITY (ATL)

Jennifer Ward, Issuing Officer

245 Peachtree Center Avenue, NE

Suite 2200

Atlanta, Georgia 30303

Bids Due and Open: October 26, 2:00 PM, Local Time (Atlanta, GA)

Schedule of Events

Release ITB	Sept. 14, 2021
Deadline for Bidders' Written Questions	Sept. 24, 2021, 2PM EST
ATL Responses to Written Questions	October 8, 2021
Bid Due Date & Opening	October 26, 2PM EST
Notice of Intent to Award	November 3, 2021*
Notice of Contract Award	November 15, 2021*

***Subject to change without notification**

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Attachments:

- Question and Answer Template
- Offer Documents (#1 – 4, 6 – 16)
- Offer Document #5 – Bid Sheet (Excel)
- Contract Sample
- Dropbox Link for Technical Documents
- DBE Directory Information (this is *information only*)

Dropbox Link Accessible Attachments (see official link in Attachment above):

- Project Plan Cover Sheet
- Attachment 1: Construction Plans
- Attachment 2: Special Provisions
- Attachment 3: Bulletin Board Checklist
- Attachment 4: Folder: CAD Files
- Attachment 5: Geotechnical Report
- Attachment 6: Gwinnett County LDPs and Permit Cover Sheets

ATLANTA-REGION TRANSIT LINK AUTHORITY
INVITATION TO BID
PART 1-INVITATION TO BID, OFFER, AND AWARD

1 INFORMATION FOR BIDDERS

1.1 Purpose of Procurement

The Atlanta-region Transit Link Authority (ATL) is issuing this Invitation to Bid (ITB) to firms who are pre-qualified with the Georgia Dept. of Transportation (GDOT) for construction work to perform construction of the Sugarloaf Xpress Park and Ride Lot in Gwinnett County. All bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide paving services as provided herein. It is necessary for the successful firm responding to this ITB to have a thorough working knowledge of the technical specifications listed in the Georgia Department of Transportation's Standard Specifications, Construction of Transportation Systems, 2021 Edition. This project will be built to those GDOT specifications, and by certain compliance requirements of the American Disability Act (ADA). Certain GDOT specifications have been amended for this project and those amendments are included in these documents for your review

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

- 91336-Construction, Parking Lot and Alley

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

Bids will be accepted until **2:00PM (EST) October 26, 2021**. Instructions for requesting or accessing a copy of the ITB are included below.

1.2 ATL Background

The Atlanta-region Transit Link Authority (ATL) is a state-level, independent Authority created by the Georgia General Assembly. ATL manages the Xpress Commuter Coach Service, which provides workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center as well as the administration of the Atlanta region's vanpool program.

1.3 ITB Schedule

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

1.4 Restriction on Communications with ATL

From the issue date of this ITB until the final award is announced, Bidders are not allowed to communicate, for any reason, with any ATL staff or Board members regarding this ITB except through the Issuing Officer.

Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. ATL reserves the right to reject the bid of any Bidder violating this provision.

1.5 ATL Contact Information

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

Jennifer Ward, Issuing Officer
State Road and Tollway Authority
(for ATL)
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303
E-mail: SRTAprocurement@srta.ga.gov

2 ITB TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

2.1 Deadline for Submission of Bids/Late Bids

Bids submitted in response to ATL ITB No. 21-073 must be received by ATL no later than 2:00 p.m. (EST) on the Bid Due Date to ensure that they are evaluated for contract award. Bids received after the submission deadline will not be evaluated.

2.2 Format and Submission of Bids

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

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

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

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

2.3 Location for Submission of Bids/Methods of Delivery

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

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

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

outside of the envelope, package or box:

**“Bid in response to ATL ITB No. 21-073:
ITB for Sugarloaf Xpress Park & Ride Lot Construction Services – October 26, 2021, 2:00 p.m. (EST)
ATTN: Jennifer Ward, Issuing Officer
To be opened by addressee only.”**

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

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

2.4 Questions

Questions regarding the ITB must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail, by 2:00 p.m. (EST) on September 24, 2021. Written questions must be submitted to the attention of the Issuing Officer, in accordance with Section 1.5 above, on the Questions and Answers template provided.

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

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

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

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

2.5 Amendments to the ITB (Addenda)

ATL reserves the right to revise or amend the ITB up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda to the ITB and posted on the ATL website as

set forth below. If an addendum significantly changes the ITB, the date set for the submission of bids may be postponed by such number of days as in the opinion of ATL shall enable potential Bidders to revise their bids. The addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the ITB and will prevail over inconsistent or conflicting provisions contained in the original ITB. Copies of all addenda will be made available on the ATL website under <https://atltransit.ga.gov/doing-business-with-atl/> and on the Georgia Procurement Registry. ATL will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. It is the responsibility of the Bidder to check the ATL website or the Georgia Procurement Registry daily to ensure that it has received notification of any changes to the ITB.

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

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

2.6 Confidential/Proprietary Information

Any and all materials submitted in response to this ITB are subject to public inspection, pursuant to the provisions of O.C.G.A. § 50-18-70 et seq., Georgia's Open Records Act, upon completion of the ITB process. Each Bidder will be responsible for clearly identifying and labeling any records contained in its bid as "trade secret" that the Bidder has reasonably determined meet the definition of "trade secret" under Section 10-1-761(4) of the Georgia Code and that the Bidder wishes to be exempt from disclosure under Section 50-18-72(a)(34) of the Georgia Code or any other applicable law. The Bidder must attach to its bid an affidavit affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

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

Bidders are advised that their designation as "trade secret" will not be binding on ATL or determinative of any issue relating to confidentiality. ATL will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". ATL may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable law, treat the whole of the relevant Section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws.

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All material submitted regarding the ITB becomes the property of ATL. Any activity pursuant to this ITB by any Bidder is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. ATL is not responsible to return to a Bidder any or all of the bid or other information furnished by that Bidder.

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

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

2.7 Modification and Withdrawal of Bids

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

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

2.8 Single Response to ITB

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

2.9 Multiple Bids

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

2.10 Protest Procedures

ATL's protest policy shall govern this ITB, and it can be found at: <https://atltransit.ga.gov/wp-content/uploads/2019/04/ATL-Procurement-Policy-Clean-2-6-19.pdf>

2.11 Minority and Small Business Participation

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

The Disadvantaged Business Enterprises goal for participation by DBE firms established for this Contract is 10%. The Contractor shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percentage of the Contract as set forth above as the DBE goal.

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

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

2.12 Ethical Standards

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

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

ATL employees are also bound by the Georgia Governor's Executive Order, dated April 1, 2021, for "Establishing a Code of Ethics for Executive Branch Officers and Employees." The Executive Order prohibits ATL and ATL employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official ATL business. Therefore, it is unlawful for a potential Bidder, or its subcontractors or suppliers, to make gifts or favors to any ATL employee. It is also unlawful for any ATL employee to accept any such gift or favor. In addition, any persons acting as members of the Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by the referenced Executive Order.

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

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

2.13 ADA Guidelines

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

2.14 Contractual relationships

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

2.15 Bidder Conflicts of Interest

Bidder must disclose in detail, with the bid, anything that may create a conflict or appearance of a conflict of interest. For purposes of this ITB, "conflict of interest" means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where:

1.) Bidder, a key team member or key personnel could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of ATL's independent judgment; or 2.) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the resulting Contract.

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

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

Failure to comply with the requirements in this Section 2.14 or to abide by the ATL's determination in this matter may result in the ATL disqualifying the Bidder from submitting a bid, disqualifying the offending team member from participating on a Bidder's team or, following submission of a bid, discontinuing further

consideration of such Bidder and its bid.

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

2.16 Contractual Provisions

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

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

2.17 Registered Lobbyists

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

2.18 Responsibility for Compliance with Legal Requirements

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

2.19 Responsiveness of Bids

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

2.20 Conditional Bids

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

2.21 Period that Bids Remain Valid

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

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

2.22 ATL's Right to Request Additional Information-Contractor Responsibility

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

2.23 Sales and Use Taxes

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

2.24 Bid Preparation Costs

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

2.25 Waivers

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

2.26 Bid Documents Required

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

- ITB Cover Page;
- Offer Document 1 (Bidder Information);
- Offer Document 2 (Bid Letter);
- Offer Document 3 (Bid Certifications);
- Offer Document 4 (Statement of Responsibility);
- Offer Document 5 (Bid Sheet);
- Offer Document 6 (Acknowledgment of Addenda);
- Offer Document 7 (E-Verify Affidavit);
- Offer Document 8 (E-Verify Affidavit, Subcontractor)
- Offer Document 9 (Buy America Certification);
- Offer Document 10 (Certification Regarding Lobbying);
- Offer Document 11 (Certification of No Boycott of Israel);
- Offer Document 12 (Bid Bond);
- Offer Document 13 (Performance Bond) – **sample only**;
- Offer Document 14 (Landscape Maintenance Bond) – **sample only**;
- Offer Document 15 (Subcontractor and DBE Participation);

- Offer Document 16 (Sales and Use Tax Compliance)
- Offer Document 17 (Copy of a valid and active GDOT Certificate of Qualification for contractor)
- Offer Document 18 (Copy of valid and active GDOT Certificate of Current Capacity)

2.27 Bid Substitutions, Alternates and Exceptions

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

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

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

2.28 Reserved Rights

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

- modify the procurement process or documentation described in this ITB;
- develop the project in any manner that it, in its sole discretion, deems necessary or desirable, including by modifying the scope of the project;
- cancel this ITB, or a subsequent ITB, in whole or in part at any time prior to the execution by ATL of the Contract, without incurring any cost obligations or liabilities except as otherwise expressly stated in this ITB or the subsequent ITB;
- issue a new invitation to bid after cancellation of this ITB or a subsequent ITB;
- not issue an ITB;
- reject any and all submittals, responses, and Bids at any time;
- reject any and all Bids or any portion of a specific Bid for any reason;
- modify all dates set or projected in this ITB;
- terminate evaluations of Bids at any time;
- issue amendments, supplements, and modifications to this ITB;
- appoint Evaluation Committees to review bids, and seek the assistance of outside technical experts and consultants in bid evaluation;
- make independent calculations with respect to numbers and calculations submitted in a bid for purposes of its evaluation;

- (m) require confirmation of information furnished by a Bidder, require additional information from a Bidder concerning its Bid and require additional evidence of qualifications or ability to perform the work described in this ITB;
- (n) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this ITB;
- (o) add or delete Bidder responsibilities from the information contained in this ITB;
- (p) negotiate with a Bidder without ATL being bound by any provision of a Bidder's Bid or subsequent Bid;
- (q) waive administrative or minor deficiencies in a Bid, accept and review a non-conforming bid or permit clarifications or supplements to a Bid;
- (r) disqualify any Bidder who changes its Bid without ATL approval;
- (s) disqualify any Bidder from the procurement process for violating any rules or requirements of the procurement specified in this ITB, the ITB, applicable law, or any other communication from ATL;
- (t) (as and solely to the extent applicable) adjust the terms of, or not pursue federal financing programs, or adjust the terms of, or not pursue other financing or public funding for the Project on behalf of the Bidders, or otherwise;
- (u) develop some or all of the Project itself or through another state or local government entity or entities;
- (v) disclose information submitted to ATL as permitted by applicable law or this ITB;
- (w) not issue a notice to proceed after execution of the Project Agreement;
- (x) exercise any other right reserved or afforded to ATL under this ITB or a subsequent ITB and applicable law; and
- (y) exercise its discretion in relation to the matters that are the subject of this ITB as it considers necessary or expedient in light of all circumstances prevailing at the time that ATL considers to be relevant.

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

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

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

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

3 BASIS FOR AWARD

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

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

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

3.1 Bidder Responsibility

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

1. Whether Bidder has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
2. Whether Bidder is able to comply with the contract requirements, considering the firm's other business obligations.
3. Whether Bidder is registered to do business in the State of Georgia and is listed as "ACTIVE/COMPLIANCE" with the Office of the Georgia Secretary of State.
4. Whether Bidder is not presently debarred or suspended from bidding by any Federal or State governmental entity;
5. Whether Bidder has within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
6. Whether Bidder is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above.
7. Whether Bidder has had a contract terminated for default in the last 3 years.
8. Whether Bidder is currently under investigation for any possible breach of contract, or fraud or allegations of criminal activity related to the types of Services requested within this ITB document. (And if yes, the circumstances, nature and magnitude of such investigation shall be considered in any possible non-responsibility determination).

9. Whether Bidder has an unsatisfactory performance record.
10. Whether Bidder has an unsatisfactory record of integrity and business ethics.
11. Whether Bidder has an unsatisfactory organization, experience, accounting and operational controls, and managerial and technical skills.

3.2 Notice of Intent to Award and Notice of Award

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

At the end of the evaluation process, the ATL shall contact the apparent successful Bidder. The apparent successful Bidder must return two signed copies of the Contract to the Issuing Officer within seven (7) calendar days of notification. Failure to do so may lead to rejection of the Bidder. ATL reserves the right to proceed to discussions with the next lowest cost Bidder. ATL reserves the right to modify the Contract be consistent with the successful Bidder.

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

PART 2
SCOPE OF WORK

The Atlanta-Region Transit Link Authority (hereinafter, the “Authority” or “ATL”) is seeking bids from firms who are pre-qualified by the Georgia Department of Transportation (GDOT), as provided by the Rules and Regulations of the State of Georgia Chapter 672-5 GOVERNING THE PREQUALIFICATION OF PROSPECTIVE BIDDERS, for construction Work to build the Sugarloaf Xpress Park and Ride facility in Gwinnett County. The Rules and Regulations of the State of Georgia Chapter 672-5 can be found at <http://rules.sos.state.ga.us/GAC/672-5>. Firms who wish to respond to this Invitation to Bid (ITB) and have not been pre-qualified by GDOT may find the pre-qualification information here: <http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors>. Firms responding to this ITB are cautioned to review the entire ITB and follow instructions carefully.

I. GENERAL REQUIREMENTS

- A. Firms responding to this ITB shall submit with the bid package a valid and active Certificate of Qualification and a valid and active Certificate of Current Capacity, both issued by GDOT. The awarded Firm shall maintain active with GDOT the provided Certificate of Qualification throughout the duration of the Contract and throughout the duration of any Amendments to the Contract.
- B. If any subset of the Work would be performed by Sub-contractors, the firms responding to this ITB shall be responsible for performing the Work equivalent to more than fifty percent (50%) of the total bid price.
- C. The Contractor shall work and cooperate with the Construction Management Team who is headed by a Construction Engineer, referred herein as ATL’s Designated Representative. The ATL’s Designated Representative will serve as the liaison between the Contractor and ATL or the primary point of contact for the Contractor to ATL. The ATL’s Designated Representative is expected to communicate directly with the Contractor on all issues related to the Contract. Any issue(s) that cannot be resolved by the ATL’s Designated Representative, shall be escalated promptly in writing to the ATL’s personnel designated especially as point of contact for the Contractor on matters of escalations, and a copy of the written escalation shall be provided concurrently to the ATL’s Designated Representative. Any escalation that does not follow this process will not be treated as one, nor be answered by the ATL.
- D. The Contractor shall attend and participate in all onsite or offsite meetings related to the project, when invited by the ATL’s Designated Representative.
- E. The Contractor shall supply labor, Equipment, tools, means of transportation, traffic control, and incidentals to perform Work in accordance to Specifications, and to ensure a safe work environment for employees, the general public, site users, adjacent properties’ owners and or their representatives and or guests, ATL/SRTA/GRTA personnel, and ATL/SRTA/GRTA’s Designated Representatives during performance of the Contract. Prior to start of Work, Contractor must inspect Equipment to ensure the Equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein. Any cost associated with the obtention of any licenses and or permits required to satisfy the duties herein must be preapproved in writing by the ATL’s Designated Representative and charged after the licenses and or permits’ obtention to the project contingency fund.
- F. This Project requires a Notice-Of-Intent (NOI).
- G. All traffic control shall be provided by the Contractor. Contractor shall have a GDOT Certified Traffic Control agent on site any time traffic controlling is needed.
- H. Resurfacing shall not extend up any side streets or roadways. It shall continue across all tying streets or driveways along the projected edge-of-pavement of the pavement being resurfaced.

- I. All drainage structures within the limits of the Project shall be maintained by the Contractor throughout the duration of the Project. Any cost associated with this provision shall be included in the overall bid price, unless otherwise noted in the project documents.
- J. The Contractor shall not take advantage of any error or omission in this ITB or any of its attachments. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the ATL.
- K. The Contractor shall provide to the ATL's Designated Representative, the log (the list of make, model, serial number) of all to be installed devices/materials/components which have a serial number upon the completion of their installation. Any cost associated with this provision shall be included in the overall bid price, unless otherwise noted in the project documents.
- L. Contractor shall follow the latest State of Georgia Standard Specifications for Construction of Transportation Systems and Supplemental Specifications, the Special Provisions, and any applicable Construction Details and Standards by the GDOT.

The GDOT Standard Specifications Construction of Transportation Systems can be viewed online at the following www.dot.ga.gov/PartnerSmart/Business/Source/specs/2021StandardSpecifications.pdf web address:

The GDOT Supplemental Specifications can be viewed online at the following web address: http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf. The GDOT Supplemental Specifications not published in the 2021 Standard Specifications edition are available via <http://www.dot.ga.gov/PS/Business/Source>.

The Contractor may access the Construction Details and Standards by visiting: <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>. The Construction Details and Standards are subject to additions and revisions at any time. Any changes or revisions may be available in the form of a Special Provisions which are available via <http://www.dot.ga.gov/PS/Business/Source>.

Contractor shall follow the requirements and Special Provisions included in the Design Manual for Xpress Stations and Park & Ride Facilities by SRTA. The latest version of the Design Manual for Xpress Stations and Park & Ride Facilities can be viewed online at the following web address: <https://www.srta.ga.gov/wp-content/uploads/2019/12/SRTA-Park-Ride-Design-Manual-Version-2.pdf>

- M. The construction management and inspection of the project will be guided by the SRTA's Construction Management Manual. The Contractor may access the SRTA's Construction Management Manual by visiting: <https://www.srta.ga.gov/wp-content/uploads/2019/12/SRTA-Construction-Manual-Version-1-12-11-2019.pdf>
- N. It is the Contractor's responsibility for ensuring use of the latest version of the specifications, construction details, and/or standards. If there is a conflict between versions, the latest specification will govern.
- O. The Contractor must comply with the terms of the referenced contract, project details, and any attachments referenced herein, in addition to the GDOT 2021 Specifications sections, the Supplemental Specifications (SS) Not Published in the 2021 Specifications Edition, the GDOT Special Provisions (SP) and the SRTA Special Provisions (SSP) indicated in the below table by *:

Section #	Sub-S. #	Description	2021	SS	SP	SSP
009	3000	Advertising/Map Case Display				*
	3000	On-Site Decorative Signage				*
	3000	Emergency Call Box				*
	3000	High Density Mineral Bond			*	
	3500	Landscaping				*
150	Traffic Control			*		
153	Field Engineer' s Office		*			

156	GPS Specifications for Conveyance Structures GIS Mapping	*			
163	Miscellaneous Erosion Control Items	*			
165	Maintenance of Temporary Erosion and Sediment Control Devices	*			
167	Water Quality Monitoring	*			
171	Silt Fence	*			
210	Grading Complete	*			
310	Graded Aggregate Construction	*			
402	Hot Mix Recycled Asphaltic Concrete	*			
413	Bituminous Tack Coat	*			
432	Mill Asphaltic Concrete Pavement	*			
437	Granite Curb				*
439	Portland Cement Concrete Pavement (Special)	*			
441	Miscellaneous Concrete	*			
500	Concrete Structures	*			
515	Section 515 – Handrail – Ferrous Metal and Pipe				*
550	Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe	*			
603	Rip Rap	*			
611	Relaying, Reconstructing, or Adjusting to Grade of Miscellaneous Roadway Structures	*			
620	Temporary Barrier	*			
621	Concrete Barrier	*			
641	Guardrail	*			
643	Fence				*
652	Painting Traffic Stripe	*			
653	Thermoplastic Traffic Stripe	*			
657	Preformed Plastic Pavement Markings	*			
660	Sanitary Sewers	*			
668	Miscellaneous Drainage Structures	*			
670	Water Distribution System	*			
682	Electrical Wire, Cable, and Conduit	*			
700	Grassing	*			
702	Vine, Shrub, and Tree Planting			*	
708	Plant Topsoil	*			
716	Erosion Control Mats (Slopes)	*			
754	Outdoor Furniture				*
763	Bus Pavilion				*
900	Miscellaneous				*
935	Fiber Optic System		*		
937	Detection Systems	*			
999	ARCHITECTURAL CONSTRUCTION - MAINTENANCE BUILDING				
	033000	Cast-in-Place Concrete			*
	042200	Concrete Unit Masonry			*
	051200	Structural Steel Framing			*
	053100	Steel Decking			*
	061000	Rough Carpentry			*
	072100	Thermal Insulation			*
	072600	Vapor Barrier			*
	074100	Formed Metal Roofing			*
	075216	SBS Modified Bituminous Membrane Roofing			*
	079200	Joints Sealants			*
	081100	Metal Doors and Frames			*
	088100	Glass and Glazing			*
	096513	Resilient Base			*
	099100	Painting			*
	104416	Fire Extinguishers			*
230500	General HVAC Requirements			*	
230593	Test and Balance			*	

	232000	Piping and Specialties				*
	238119	Ductless Split Heat Pump AC System				*
	ELECTRICAL CONSTRUCTION - LIGHTING COMPLETE					
999	260519	Low-voltage Electrical Power Conductors and Cables				*
	260526	Grounding and Bonding for Electrical Systems				*
	260529	Hangers and Supports for Electrical Systems				*
	260533	Raceways and Boxes for Electrical Systems				*
	260553	Identification for Electrical Systems				*
	262213	Low-voltage Distribution Transformers				*
	262416	Panelboards				*
	262726	Wiring Devices				*
	262813	Fuses				*
	262816	Encloses Switches and Circuit Breakers				*
	265119	LED Interior Lighting				*
	265613	Lighting Poles and Standards				*
	265619	LED Exterior Lighting				*
999	009999	MISCELLANEOUS CONSTRUCTION				*

II. SCOPE OF WORK

- A. The Contractor will be required to perform the Work at the Sugarloaf Xpress Park and Ride lot located along [adjacent to # 2055] North Brown Rd., Lawrenceville, GA 30043 (approximate project midpoint latitude: 33.978250°, longitude: -84.084833°; <https://goo.gl/maps/w8dPcVqs3adCorGg6>).
- B. The detailed Scope of Work is described by notes and graphics and included in Attachment #1 – Construction Plans. The estimated quantities are included in the Offer Document No. #5 – Bid Sheet, of the ITB.
- C. Contractors are encouraged to visit the location and familiarize themselves with existing site conditions and quantities prior to submitting their bid. Contractors are responsible for obtaining and verifying the exact measurements as indicated in the Attachment # 1 – Construction Plans.
- D. Any request to access the Site for performing any pre-bid survey shall be emailed to the ATL's Procurement Officer, from the requester's official company email address. The requesting email shall include the requester's company name, type of the intended survey, survey equipment to be used, survey duration, anticipated start and finish dates and times, and the company's emergency contact information both on and off site. If the request is approved by the ATL, ATL will provide the requesting company with a letter granting temporary access to the site.
- E. Erosion Control: The Contractor shall utilize, as a minimum, protections at least as stringent as the Georgia State General Permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, must be consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control In Georgia published by the State Soil and Water Conservation Commission as of January 1 of the year of the issuance of the Notice-To-Proceed or the year in which the land disturbing activity was permitted, whichever is more stringent. Contractor shall utilize Best Management Practices (BMPs) as required to protect sediment from entering existing catch basins, manholes and drainage structures. Contractor shall install all erosion control devices, without exception, as required in the aforementioned Manual and in the Attachment #1 – Construction Plans. Any cost associated with this provision shall be included in the overall bid price, unless otherwise noted in the project documents. Any fee charged for non-compliance of this provision or because of the contractor's negligence to meet the minimum construction requirements of the Georgia State General Permit would be paid by the ATL directly to the charging (local/state/federal) agency, then shall be deducted to the contractor's overall project payment.
- F. Vegetation Removal Requirements:
- a. Clearing: This work consists of clearing, removing and disposing of all vegetation and debris in areas within the Site, as specified, except such objects as are designated by the ATL's Designated Representative to remain or to be removed in accordance with the Plans or other sections of the Specifications. Vegetation and debris include trees, shrubs, vines, logs, limbs, mulch piles and all other debris associated with random clearing.
 - b. Random clearing may be done by any method provided that the ground disturbance is minimal, and no damage is done to property, structures, trees, or shrubbery to be retained, in or outside the Site boundaries.
 - c. Remove all trees, brush, stumps and roots projecting through or appearing on the surface of the ground by cutting or grinding flush with the surrounding ground surface. Grubbing operations are allowed only within the construction limits set in the Attachment #1 – Construction Plans, as long as the grubbed trees do not have roots extended behind the aforementioned construction limits.
 - d. The ATL's Designated Representative may specify that additional damaged, diseased, or deformed trees outside of the clearing limits be removed.

- e. Logging operations for marketable timber is permissible when performing clearing only in such a manner as not to interfere with the safety of the traveling public or personnel involved with the work.
- f. Trees outside the limits of clearing shall have all tree branches that extend within the limits of clearing area removed back to the branch bark ridge at the tree trunk to the top of the tree.
- g. Invasive plant species that are within the clearing limits shall be removed from the Site that does not allow propagation or re-growth of the plant(s). Do not grind or chip invasive plant species. The following is a list of invasive plant species:

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

<i>Vinca major</i>	Big Periwinkle
<i>Vinca minor</i>	Common Periwinkle
<i>Wisteria sinensis</i>	Wisteria

G. Herbicide Applications: Upon completion of final cut at ground level on all non-invasive hardwood species, apply a cut stump treatment herbicide approved for use by GDOT to prevent re-growth. Apply herbicides at labeled rates and treatment recommendations immediately after final cut is performed. Apply herbicide using a blue dye additive. No additional compensation will be paid for this treatment. Apply herbicide treatments to invasive plant species as follows:

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

H. Debris Removal:

- a. All debris shall be removed from the Site.
- b. Debris associated with random clearing and/or side trimming is to be removed from the Site during and by the end of the Project.
- c. Any debris that reaches the travel ways, sidewalks, waterways, water bodies, driveways, concrete ditches and flumes shall be removed immediately.
- d. Restore original grades for any area that is disturbed by random clearing/side trimming if not required by the Plans. Equipment or tire rutting that occurs will need to be repaired by the Contractor.
- e. On random clearing operations mulch, grinded and chipped debris may be spread over the cleared areas. Mulch material chips shall not exceed 3 inches in length or 1 inch in diameter and be spread at a thickness not to exceed 3 inches in depth.
- f. Remove all litter, including larger pieces, from the Site at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter on the Site is prohibited. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.
- g. No burning of debris is allowed on the Site. Disposal shall be in accordance with applicable local and state laws and regulations, and any cost incurred for disposal shall be the responsibility of the Contractor.
- h. Perform all work as described herein in a proficient and timely manner.

I. Milling

- a. Contractor shall mill existing area as indicated on the provided Attachment 1 – Construction Plans. Contractor is required to remove and dispose of any and all milled materials from the Project site prior to

repaving. Contractor is required to power sweep and clean the area prior to repaving activities. Any debris that goes in drainage structures as a result of the milling operation shall be cleaned out at no additional cost to ATL.

b. When needed, Contractor shall mill existing streets or driveways at variable depth as to provide positive drainage to ensure water does not pond on them.

c. Contractor shall employ variable milling depth, if necessary, to ensure smooth transitions at tying streets or driveways.

d. Milling around manholes and valves will be allowed in order to meet the Contract completion date; however, these areas shall be covered with the final surface course the same day at no additional cost to ATL.

J. Aerial Photograph Documentation

Provisions of this section are mandatory procedures for preparing and submitting construction aerial photographs.

a. Aerial Photograph Requirements:

1. Contractor shall provide aerial photographs to show progress of the Work.
2. Contractor shall take aerial photographs of the site prior to the start of the Work and after the Work completion.
3. Contractor shall then take aerial photographs on a monthly basis throughout the duration of the Work.
4. Contractor should take aerial photographs on same day of each month, weather permitting, and at same time of day.
5. A minimum of FOUR aerial photograph locations will be required in order to show the progress of the entire project. Take aerial photographs of same standard locations each month, unless otherwise directed by the ATL's Designated Representative. Assign a number to each standard aerial photograph location, for comparison with previous and future submittals.

b. Photograph Submittals:

1. Submit photographs within seven days of taking aerial photographs.
2. Submit photographs in digital format and paper print format, using photographic paper. Paper format shall be color, 8" x 10" in minimum size. Digital format shall be high resolution, stored on CD or Flash drive or via email.
3. Label each photograph with project name, date, description and photograph number of location or element of the Work and Contractor's name.
4. Aerial photographs (all formats) will become the property of ATL upon submittal.

c. Payment:

1. All costs associated with the Aerial Photograph Documentation is to be included in the price bid for the pay item # 999-9999 – Miscellaneous Construction.

K. Final Clean Up:

- a. Contractor shall remove any and all remaining Materials, Equipment, and debris from site prior to final payment.
- b. All common fill or excess material disposed outside the Project site shall be placed in either a permitted solid waste facility, a permitted inert waste landfill or in an engineered fill: See Section 201 - Clearing

and Grubbing Right of Way, of the Georgia Standard Specifications and Supplements thereto for additional information.

- c. There is no suitable place to bury existing construction debris within the Site. The Contractor shall provide an environmentally approved site to dispose of existing construction debris at no additional cost to ATL.

III. SCHEDULE, WORK STAGING, AND HOURS OF OPERATION

A. Contractor shall complete Work by the Project Acceptance Date, which is within **Four hundred fifty-five (455) calendar days** from the issuance date of the Notice-To-Proceed (NTP) by ATL, unless otherwise directed by ATL. Milestone dates for purposes of calculating the liquidated damages will be based upon calendar days.

B. Within fourteen calendar (14) days of the Notice of Contract Award date, for ATL's review and approval prior to issuing a Notice-To-Proceed (NTP), the awarded Contractor shall submit to the ATL's Procurement Officer, the following:

- i. The Contractor's proposed construction Work Breakdown Structure (WBS) in PDF format and in the original editable electronic file format that created the WBS, showing coordination and sequencing of all disciplines/activities, as well as coordination of the various subdivisions of the Work within the contract documents.
- ii. The Contractor's proposed Process Schedule Chart (PSC) including the Contractor's proposed Work Progress Schedule (WPS) Chart in PDF and Microsoft Project file format, listing the anticipated start and completion times and dates of the major Work activities. The major Work activities are the following, but are not limited to: Equipment Mobilization, Site Preparation, Vegetation Clear and Grubbing, Structures Installation, Paving, Striping, Landscaping, Substantial Completion, Final Clean Up, Equipment Demobilization, and Project Acceptance.
- iii. A comprehensive written statement and/or sketching detailing in term of the construction scope and project duration all staging of construction phases as intended by the Contractor. If the Contractor opts to adhere fully to the staging of construction as proposed in the Plans, the Contractor shall indicate in the Contractor's provided written statement the Contractor's full adherence to the staging of construction as proposed in the Plans.

C. The Contractor shall schedule all Work to ensure the least inconvenience and the utmost in safety to the site users, the Contractor's personnel, and ATL/SRTA/GRTA's staff and Designated Representative. The Contractor shall move Equipment or Materials on or across the site in a manner as not to unduly interfere with traffic or Xpress operations unless otherwise authorized. The ATL shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public or Xpress customers or ATL/SRTA/GRTA personnel or its representatives.

D. Prior to the mobilization, the Contractor shall provide to the ATL's Designated Representative and maintain throughout the project execution a detailed list of Equipment and name and title of each person assigned to the Project. Any change to the provided list shall be promptly reported to the ATL's Designated Representative within the month of the change occurrence.

E. The Contractor shall provide a copy of the progress report on the first day of every month for the duration of the contract and along with any requests for payment. If at any time the Contractor falls more than 10% behind the Project schedule, the Contractor shall provide to the ATL's Designated Representative an updated Project schedule and a plan detailing how the Contract will be completed on time. The percentage by which the Contractor is behind shall be calculated using the following formula: $\text{Schedule Variance (SV)} = \text{Earned Value (EV)} - \text{Planned Value (PV)}$.

F. Completion of work includes inspections by the ATL's Designated Representative, and any work required to correct deficiencies noted by the ATL's Designated Representative.

- G Should the Contractor’s proposed schedule conflict with a Holiday or special event and, in the opinion of the ATL, negatively impact traffic flow or the Xpress operations, ATL reserves the right to restrict Work operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled Work activity.
- H. **Traffic Control Requirements:** Maintain traffic during the prosecution of the Work and provide, install, and maintain all traffic control devices in accordance with the Plans, Standard Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In addition to any traffic control requirements listed in this ITB, the following additional requirements shall be adhered to:
- a. The Manual of Uniform Traffic Control Devices (MUTCD), with current edition accessible online at <https://mutcd.fhwa.dot.gov/>.
 - b. Utilize complete and proper traffic control and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. Leave the project in a manner that will not impede motorists and pedestrians, and which will be safe to the traveling public, the Xpress operations, the ATL/SRTA/GRTA’s personnel and partners.
 - c. After the project’s Substantial Completion, the Contractor shall notify the ATL’s Designated Representative fourteen (14) calendar days before commencing or implementing any work activity that would impact or has the potential to impact the Xpress operations (buses and customers) within the Site.
 - d. Failure to comply with any of the requirements for safety and traffic control may result in suspension of the Work.

Schedule Summary	
Work Duration:	Four hundred fifty-five (455) calendar days
Work Breakdown Structure (WBS):	Within fourteen (14) calendar days from the Notice of Contract Award date
Proposed Work Progress Schedule Chart (PSC) and Work Progress Schedule (WPS):	Within fourteen (14) calendar days from the Notice of Contract Award date
Comprehensive statement and/or sketch of anticipated work staging:	Within fourteen (14) calendar days from the Notice of Contract Award date
Emergency contact names and twenty-four (24) hours phone numbers of the office and field personnel:	Within fourteen (14) calendar days from the Notice of Contract Award date
A Safety Plan and a Quality Assurance/Quality Control (QA/QC) Plan:	Within fourteen (14) calendar days from the Notice of Contract Award date
Emergency contact names and twenty-four (24) hours phone numbers of Contractor’s personnel:	Within fourteen (14) calendar days from the Notice of Contract Award date
Potential change or impact to the Xpress operations (buses and/or customers)	Fourteen (14) calendar days prior to the expected occurrence.
Progress Reports and at least Aerial Photos:	By the first day of the month following the month of the reported work performance.

Substantial Completion	Three Hundred sixty-five days from the Notice-to-Proceed (NTP) date.
Project Acceptance	Four hundred fifty-five (455) calendar days from the Notice-to-Proceed (NTP) date.

IV. PERSONNEL AND SUB-CONTRACTORS

A. Personnel:

1. *Superintendent* - At all times, have on Site as the Contractor's agent, a competent professional, thoroughly experienced in the type of Work being performed (Superintendent). The Superintendent shall be considered key personnel and shall be approved by ATL's Designated Representative prior to the commencement of Work.

The Superintendent's main duties are to supervise the work crew. The Contractor's Superintendent shall:

- a. Have a working cell phone with them during duty hours;
- b. Be available at the Work site when the Work is being performed under this Contract, and as requested;
- c. Act as the Contractor's authorized agent in all communications with the ATL and or the ATL's Designated Representative; and
- d. Be responsible for inspecting and reporting the need for major or emergency work immediately to the ATL's Designated Representative.

2. *Crew*

- a. The Contractor shall provide staff and staffing levels able to perform the Work in accordance with the requirements herein.
- b. The Contractor shall use personnel who are competent, experienced, and skilled in all aspects of the Work. The personnel performing the Work will be under the sole responsibility of the Contractor.

3. The Contractor shall submit within fourteen (14) calendar days from the Notice of Contract Award date the names and twenty-four (24) hours phone numbers of the office and field personnel to be contacted in emergency situations.

V. UTILITY CONFLICTS

- A. The Contractor shall be responsible for locating all utilities (such as water, gas, telephone, power, fiber, etc.) within the Site. Coordinate the Work with any work to be performed by others in any Site clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.
- B. The Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in this ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 by telephone or by submitting an on-line request via the web site: www.georgia811.com. Contractor shall perform no Work until the site is fully marked, or Georgia811 organization indicates that there are no buried utilities at the location. Contractor may not commence Work until utilities have been fully marked at the Work site(s).

- C. The Contractor shall promptly notify the ATL's Designated Representative when the marking has been requested and when it has been accomplished. An email from the Contractor's Supervisor to the ATL's Designated Representative shall be a sufficient notification.
- D. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. All Utility owners with assets located within the footprint of the Work or to be impacted directly or indirectly by the Work shall be contacted a minimum of three (3) business days prior to the commencement of operations.
- E. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or the owner's representative(s), in the restoration of service in the shortest time possible.
- F. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of workers and the public.
- G. No additional payment will be made for adjusting existing utility facilities (manholes, valves, etc.) to grade, unless noted otherwise in this ITB or attachments.
- H. All existing utility facilities located within areas of the Work shall remain in place with proposed work to occur around these facilities, unless noted otherwise in this ITB or attachments or Offer Documents.
- I. Unless noted otherwise in this ITB or attachments, no separate payment will be made for temporary drainage items. Cost will be included in overall bid submitted.
- J. Unless noted otherwise in this ITB or attachments, all costs associated with utilities identifications and coordination with utility owners shall be included in the overall bid submitted.
- K. In accordance with Subsection 105.06 of the Specifications, the ATL is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.

VI. SPECIAL TERMS AND CONDITIONS

A. Inspections

The ATL's Designated Representative will perform inspections to:

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

B. Material Quality Acceptance

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

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

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

C. Data, Plans and Reports

The data, together with all other information included in this ITB and or shown on the Plans or in any way indicated thereby, whether by drawings or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as INFORMATION ONLY, are not guaranteed, and do not bind ATL in any way. The attention of the bidder is specifically directed to subsections 102.04, 102.05, and 104.03 of the Specifications.

D. The following are applicable non-refundable deductions:

<u>Specification Non-compliance Item/Deficient Work</u>	<u>Amount</u>
In the event that the Contractor fails to respond within ten (10) calendar days from the date of notification that Work is required, non-refundable deductions will be charged against the Contractor for each calendar day beyond the ten (10) calendar days.	\$1,000.00/calendar day
Damage to any property or infrastructure	At Cost

The contractor shall provide a Field Engineer’s Office per GDOT Specifications Section 153. The name “GEORGIA DEPARTMENT OF TRANSPORTATION” shall be replaced by the name “ATLANTA-REGION TRANSIT LINK AUTHORITY”, and the acronym “GDOT” or “DOT” shall be replaced by the acronym “ATL” on all signs intended to display the name of the owner of the project.

- F. The Contractor shall provide one Bulletin Board to be posted at the site of Work in a prominent and accessible place where it can be easily seen, properly mounted, readily accessible to employees, applicants for employment, potential employees, and to all persons concerned with the project. Posters must be the current version available at the time of posting and protected against weather elements throughout the project duration. Posters’ requirements are listed in the Attachment #3 – Bulletin Board Checklist. All cost associated with this clause should be included in the bid for the Item # 153-1300 – FIELD ENGINEERS OFFICE TYPE 3.
- G. The Contractor shall submit to the ATL’s Designated Representative within fourteen (14) calendar days of the Notice of Award issuance date, a Safety Plan and a Quality Assurance/Quality Control (QA/QC) Plan in compliance with the prescripts and recommendations of the Federal Transit Administration (FTA)’s Construction Project Management Handbook, which is accessible by visiting: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf.

- H. On and after the project's Substantial Completion date, the Contractor shall provide temporary emergency phone system (devices and active services) during the entire construction duration until the proposed (permanent) system is installed, operational, inspected, and approved the ATL's Designated Representative. The number of the temporary devices shall be the same as the number of proposed permanent devices. The locations of the temporary devices shall be approved the ATL's Designated Representative prior to their installation or relocation within the site. The cost associated implementing this clause must be included in the pay item #999-9999 Miscellaneous Construction.
- I. On and after the project's Substantial Completion date, up until the project Acceptance, the Contractor shall stage and phase the Work within the customers' parking area to allow accessible and available at any time at least fifty percent (50%) of the final parking spaces count.
- J. On and after the project's Substantial Completion date, up until the project Acceptance, the Contractor shall always maintain handicap spaces accessible and available. If any handicap space is impacted by the Work or become unavailable due to the Work, the Contractor shall provide a temporary substitute handicap space chosen among the ones not impacted by the Work, and which are ADA compliant.
- K. The Contractor shall always maintain existing pedestrians' accessibility on existing sidewalks adjacent to the Work site. On and after the project's Substantial Completion date, up until the project Acceptance, the contractor shall maintain pedestrians' accessibility within, to, and from the site. Any hindrance to that accessibility shall be mitigated by providing a temporary accessibility which is ADA compliant.
- L. Box Culvert
 - 1. The construction of box culvert extensions, or demolition or maintenance activities on any box culvert, shall take place outside of the breeding and nesting season of migratory birds, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. Exclusionary barriers consist of overlapping strips of flexible plastic (also called "PVC Strip Doors" or "Strip Curtains"). Due to the risk of entanglement, nets are not appropriate exclusionary barriers on a box culvert. Exclusionary barriers on any box culvert must be installed prior to March 15, but at no time between March 15 and August 31 unless the ATL's Designated Representative provides written authorization.
 - 2. For any box culvert being demolished, the Contractor shall install exclusionary barriers at both the inlet and outlet openings. For any box culvert being extended, demolished, or maintained, the Contractor shall install exclusionary barriers at the inlet or outlet opening where work will take place.
 - 3. While installed, exclusionary barriers shall be inspected by the Contractor at least twice each week for gaps or other defects that could impair their ability to exclude migratory birds from nesting in a box culvert. If any gaps or defects are identified, they shall be repaired immediately unless active nests are present in the box culvert. The Contractor shall ensure no birds or bats are entrapped within a box culvert while exclusionary barriers are installed on both the inlet and outlet of a box culvert.
 - 4. Unless otherwise noted, the cost associated with this provision shall be charged to the overall cost of the work for the culvert demolition, installation, maintenance or extension.