



Early County Board of Commissioners

July 7, 2023

NOTICE OF INVITATION FOR BIDS

Bid Number PW-0023

Right of Way Mowing Contract

Notice is hereby given that Early County Commission will receive sealed bids for providing the Right of Way Mowing for the Early County Board of Commissioners. Attached are the general conditions, standard instructions, bid specifications and bid form. Variations from given specifications should be noted on the bid form with an explanation of said variations attached. Bids are to be marked with the bidder's name and address and labeled: "Bid for Right of Way Mowing" and mailed or delivered to the following address no later than 2:00 p.m. July 20, 2023. Bid opening is not open for public comment. Tabulations will be sent to the County administrator's office after review by the Public Works Superintendent.

Deadline for receiving Bids	July 20, 2023, 2:00p.m. EST.
Bid Opening	July 21, 2023, 2:00p.m. EST
Committee Review	July 25, 2023, 2: 00p.m EST
Tentative Award Date	August 7, 2023, 6: 00p.m. EST

Address all Bids to:
Early County Board of Commissioners
Bid for "Right of Way Mowing"
ATTN: Stephanie Chandler
204 Court Square
Blakely, Georgia 39823

Any inquiries concerning this bid should be made to this address or to Greg Weathersby, Early County Public Works Superintendent (229) 723-4238.

UPON RECEIPT OF THIS INVITATION – PLEASE CALL OR EMAIL CONFIRMATION OF RECEIPT.

GENERAL CONDITIONS

No Bids received after the said time at any place other than the time and place stated in the notice will be considered.

WITHDRAWAL OF BID:

A bidder may withdraw his bid before the expiration of the time during which bids may be submitted without prejudice to the bidder, by submitting a written request of withdrawal to the Early County Board of Commissioners Administration office.

REJECTION OF BID:

Early County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with the Early County Board of Commissioners. Also, the right is reserved to waive irregularities or informalities in any bid in the bidding procedure. Early County Board of Commissioners will be the sole judge which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation or product of various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The bidder may be required, upon request, to prove to the satisfaction of the Early County Board of Commissionersthat he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-CONCLUSION AFFIDAVIT:

By submitting a bid, the bidder represents and warrants that such bid is genuine and not fraudulent or collusive or made in the interest or in behalf of any person not therein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a fraudulent bid, or any other person, firm or corporation to refrain from bidding and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:

By submitting a bid, the bidder represents and warrants that neither a Commissioner or Chairman of Early County has, in any manner, an interest, directly or indirectly in the bid or in the contract that may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to bidders, general conditions and instructions for bidders, special conditions, specifications, bid addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS TO BIDDERS

1. The written specifications contained in this bid will not be changed or superseded except by a written addendum from the Early County Board of Commissioners. Failure to comply with the written specifications for this bid may result in disqualification by the Early County Board of Commissioners.
2. All goods and materials will be F.O.B. Early County Board of Commissioners- no freight or postage will be paid by Early County Board of Commissioners unless such charges are included in the bid price.
3. All bids must be sealed, received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place without consideration, regardless of the postmark. Early County Board of Commissioners accepts no responsibility for mail delivery.
4. Each bid form submitted must include the name of business, mailing address, the name, title, and signature of the person submitting the bid. When submitting a bid package to the Early County Board of Commissioners, the first page of your bid package should be the Bid Form listing price, delivery, etc. unless the bid form is requested to be in a separate sealed envelope.
5. No bids received after the said time or at a place other than the time and place stated in the notice will be considered.
6. Early County Board of Commissioners may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Early County Board of Commissioners. Also, the right is reserved to waive any irregularities or informalities in any bid in the bidding procedure. Early County Board of Commissioners will be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operation of the various bidders.

7. Telephone bids will not be accepted unless stated in the invitation.
8. No sales tax will be charged on any orders. Early County Board of Commissioners is exempt as outlined by Georgia State Law.
9. Bidders will state delivery time after receiving order.
10. Unless otherwise stated, all bids submitted will be valid and may not be withdrawn for a period of 90 days from the due date of the bid.
11. Any bidder who wishes to receive a bid tabulation is required to enclose a self-addressed stamped envelope or a valid e-mail address. The results will be mailed after the tabulation is complete. Results of the bids will not be available orally.
12. All responses must be submitted in the provided bid format. Exception from this format will not be accepted. Any bidder who believes that the bid format is unclear shall submit all questions upon receipt.

Early County Board of Commissioners

Department of Public Works

Blakely, Georgia

Right of Way Mowing Specifications 2023-2024

Specifications for Mowing of Roadsides by Contract

These Specifications outline the mowing requirements of Early County Public Works that are to be met by the Contractor. Any questions concerning these specifications should be directed to the Director of Early County Public Works.

A. Definitions

Acceptable Mowing: The height of vegetation shall be six inches, maximum height. The mowing shall present a neat and attractive appearance. Strips of vegetation left between cuts and areas mashed down by equipment tires and left un-mowed will not be acceptable and require re-mowing.

Back Slope: The area of a sloped cut that begins at the rear of the roadway ditch (or toe of back slope) and extends to the top of the cut slope toward the right of way.

Mowing Cycle: the mowing cycle consists of the mowing of +- 250 miles and shall be a continuous effort until one cycle is completed (weather permitting).

Mowing Height: The mowing height will be 6" maximum height. Unannounced checks will be conducted.

Right of Way: The entire portion of the highway within the boundaries of success control fences or access control lines where no fences exist.

Roadside Obstacles: Those entities occurring within the highway roadside infrastructure, either naturally or unnaturally. They shall include, but not limited to the following: signpost, delineator posts, light post, steel beam guardrail and post, headwalls, catch basins, fallen rock in roadway ditches, bridge and abutments, mailboxes, newspaper boxes, and landscape plantings.

Roadway: The entire portion of the highway intended for normal or emergency use of vehicular traffic lanes, shoulders, medians, and interchanges.

Roadway Ditch: The depressed are located at the toe of the cut slope, parallel to the roadway surface, and adjacent to the shoulder that allows for the drainage of water from the roadway.

Slope Mower: A tractor equipped to have an articulated arm mower attached with a minimum reach of fifteen (15) feet and have the capability of mowing over and behind the guardrail from the shoulder.

Slope Mower Mowing: The mowing of the area which is on any slope deemed unsafe for wheel equipment, A slope mower may need to be utilized to accomplish this task.

Trimming: The reduction of vegetation from in front of, behind, under, or around roadside obstacles utilizing blade type trimming equipment. See Section B, Paragraph 2.

B. General:

All mowing shall be performed in accordance with this Special Provision and to the satisfaction of the Public Works Director, or its agent.

Vegetation around roadside obstacles such as delineator posts, culvert headwalls, signpost, mailboxes, and guardrails shall be trimmed by the Contractor by mechanical means to present a neat and attractive appearance. Excessive hand labor should not be included.

Trimming shall be accomplished by power equipment. The trimming shall be as close to a roadside obstacle as possible. Trimming shall be done as incidental to the right- of- way mowing cycle. Trimming around obstacles shall be done in a manner to assure a neat cosmetic appearance. Example – power poles, signs, cross drains, etc.... shall be trimmed on all four sides as close as possible.

If the area is too wet or otherwise inaccessible to conventional equipment or would result in excessive damage to the right-of-way, the contractor shall use a slope mower, if possible. This pending if slope mower is included as part of this contract.

The height of mowing shall be six (6) inches maximum height for all mowing operations.

C. **Qualifications of Contractors:**

Contractors submitting bids shall certify in writing that they possess or will possess all necessary paperwork, equipment, facilities, and personnel to fulfill the terms of the Contract and be ready to proceed upon receipt of Notice of "Authorization to Proceed."

Proof of general liability insurance will be required in the amount of \$1,000,000. Proof of workers compensation insurance will be as required by Georgia state law. Certificates must be furnished to Early County Board of Commissioners for verification.

All mower operators shall be trained and properly certified to operate mowing equipment. It shall be the responsibility of the Contractor to supply all necessary training. The Contractor shall be familiar with all construction signing for roadway safety.

All employees must be legal residents of the United States.

D. **Types of Mowing Operations:**

The types of mowing operations to be performed on this Contract are defined as follows:

1. Right-of-Way Mowing

The mowing of County owned, assumed, or recognized right-of-way. This shall include the area that is **obviously** maintained by the County. If this contract includes the use of slope mowers, slopes deemed too steep for wheel equipment shall be cut with a slope mower. A smooth transition shall be made back to normal mowing limits. **Mowing is to be done to the maximum limits of the Right of Way.**

2. Safety Mowing

The mowing of any vegetation presents a sight distance problem at intersections, driveways, and curves to provide adequate sight distance. The Contractor agrees that this shall be done as part of the per mile price.

3. Trimming

This operation shall be the trimming of vegetation from around roadside obstacles and their proximity within the designated mowing area in order present a neat and attractive appearance. Trimming shall be done by machine as close as mechanical means will allow. (See Section B,

Paragraphs 2,3). Trimming operations shall be completed as incidental of the right-of-way mowing cycle.

E. Equipment:

The equipment used for mowing shall be of sufficient type, capacity, and quantity to perform the mowing work safely and efficiently as specified.

Minimum equipment for the Contract shall include the following:

- Arm or slope mower for slopes and hard to mow areas
- All mowers shall be tractor mounted and not less than sixty (60) inch cut.
- Adequate Support Equipment- including safety/ pickup trucks, service trucks, and any other equipment necessary to provide mowing services.

Specifications for such equipment are as follows:

- All tractors will have orange flags placed so not to impair operator vision.
- All open portions of the mower must have acceptable guards to prevent objects from being discharged.
- Warning lights as stated in Section H, Paragraph 1.
- Roll bars.
- Blades for mowing should be routinely sharpened to ensure a quality cut.

F. Time and Frequency of Mowing Contract Operations:

Right of Way Mowing- The Contractor agrees that the Public Works Superintendent shall direct the time and place for each Right-of Way mowing cycle. The number of mowing cycles on each project shall be determined by the Public Works Superintendent within the parameters of this agreement. There will be four (4) mowing cycles per year, pending final decision by the Early County Board of Commissioners.

Approximate Schedule-4cycles

1st Mowing- 1st week in April

2nd Mowing- 1st week in June

3rd Mowing -1st week in August

4th Mowing -end of September

The 2nd and 3rd mowing may vary if growth of grass warrants and adjustment.

Note: this may be done in conjunction with a chemical spraying program.

Trimming- The trimming operations that are to be done in conjunction with the mowing cycle shall be completed with the completion of the Right-of-Way mowing cycle.

G. Notification and Project Completion:

The Contractor will be notified, via telephone, **seven (7) calendar days** prior to the date specifies for the beginning of each mowing cycle. After receiving notification, the Contractor shall carry out all schedules in the general direction and sequence. Cycles shall be completed without interruption and to the satisfaction of the Public Works Superintendent.

H. **Traffic Control:**

Tractors shall be equipped with either revolving or strobe lights. The revolving or strobe lights shall be visible for a minimum of one (1) mile flashing sixty (60) to ninety (90) times per minute, mounted for three hundred sixty (360) degrees of visibility and equipped with amber lens. Eighteen (18) inch square orange flags on the rear of tractor nearest traffic will also be required.

Support vehicles including safety trucks, pickups trucks, and any other vehicle used in mowing operation shall be equipped with revolving strobe lights, as stated above.

The safety of the public and the convenience of traffic shall be regarded as prime importance.

Signs, lights, safety, and other traffic control items are not a pay item but are considered incidental to safe traffic control.

Equipment shall be parked as far from the roadway as possible. No equipment shall be parked whereas it may hinder the sight path of any vehicle. No equipment shall be parked on the inside of a curve or outside of a curve.

I. **Work Area Signage:**

The Contractor shall be required to provide signing of the work area in accordance with mowing signing details in Contract. All signs must be clear of traffic lanes.

- Signs must be out of view when operation is not underway, except for short periods such as lunch breaks.
- All signs shall be orange in color and must meet Manual on Uniform Traffic Control Device (MUTCD) requirements.

“35 MPH Speed Limit” may be used in conjunction with “Danger Mowers Ahead”

J. **Hours of Operation:**

All scheduled mowing operations shall be performed during the hours specified herein as follows:

- During the hours of daylight and daily except Sunday, inclement weather days, or as directed by Public Works Superintendent.
- The Contractor shall suspend operations if weather conditions are such that mowing operations cannot be carried out in a safe and effective manner.

- The Public Works Superintendent, or a designee, shall have the discretion to order the suspension of mowing operations whenever, in their judgement, it is in the best interest of Early County.
- When equipment is not operating, at night, on rainy days, Sundays, they shall be parked away from curves, home frontages and driveways.
- Mowing shall cease when an event such as a funeral or funeral procession is in the immediate area.
- Mowing shall cease when a school bus is stopped, loading, or unloading, is in the immediate area.
- Both sides of a road must be completed within 48 hours (weather permitting) of commencement of the road. Long roads may be done in maximum segments so long as both sides are completed in union.

K. **Route List:**

Prior to commencing work, the Contractor shall submit to the Public Works Superintendent a planned mowing sequence by routes. The submitted schedule shall become the basis for:

- The Contractor's mowing schedule.
- Inspection of work by Department personnel.
- The invoicing for cycles completed.
- Payment by the mile for services rendered.

Any subsequent changes to submitted Route List throughout the Contract must have the prior approval of the Public Works Director or designated representative.

L. **Verification of Work:**

For the purpose of inspection and control, the Public Works Superintendent or designee will monitor the Contractor's submitted Route List as a guide to verify the miles mowed for each route.

All roads mowed by the Contractor must present an appearance which is satisfactory to the monitoring inspector.

Any deficiency in the Contractor's performance will be reported to the Contractor within seventy-two (72) hours following completion of work, and such deficiencies shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.

In the event the Contractor mows higher than the specified height, the contractor shall mow the area in conflict at the contractor's own expense.

The monitoring inspector will maintain a log of completed work and will verify completion of the Contractor's work with Contractor upon completion of cycle.

In the event a road rehabilitation or improvement project is under construction or will be under construction where mowing is scheduled, that portion of mowing cycle will be deleted from the appropriate list at the direction of the Public Works Superintendent. The section(s) of roads deleted may be re-entered at the first schedule following completion of rehabilitation projects. No payment will be made or required if the road or section of road is deleted.

Prior to re-entering any such road into the cycle, a field inspection shall be made by Department personnel and the Contractor to determine what cleaning will be required by others. In no event will the Mowing Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered road following rehabilitation or construction.

M. Damage to Roadway Property or Private Property:

The Contractor shall carry on the operations in such a manner so as not to damage the existing ground areas, trees, shrubs, signs, delineator posts, mailboxes, headwalls, driveway pipes, surfaces, or other roadside obstacles.

Care shall be taken not to mow during wet conditions where turf damage or ruts would occur. In the event that damage does occur to trees, shrubs, signs, delineator posts or other roadside obstacles on the Right-of-Way during and by reason of the mowing operations, the Contractor shall replace or repair same at its own expense in like kind and at the direction of the Public Works Superintendent at no additional cost to the County. If damaged property resulting from the Contractor's operation must 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.

Any damage to utilities shall be reported to the owner of such utilities immediately.

N. Failure to Complete Work:

It is essential to complete all mowing cycles within the time limits specified. The estimated cycle for 250+- miles shall be thirty (30) workable days excluding Sundays. This contract does not limit the number of mowers, crews, or equipment that may be used during a mowing cycle.

Failure to completely mow the entire scheduled cycle will be treated as follows:

- If a cycle is incomplete due to elements beyond the Contractor's control, the amount of payment to the Contractor will be determined by actual miles mowed.
- Should the contractor fail to meet the thirty (30) workable day requirement by their own actions, and the Public Works Superintendent deems necessary, County forces may be used to expedite the completion of the mowing cycle. Payment to the Contractor will be

determined by actual miles mowed by the contractor. The mileage mowed by County forces shall be deducted.

- If the quality of work is not satisfactory and is deemed by the Public Works Superintendent that the contractor does not have the ability to correct the quality of work, the contractor will be informed in writing of the termination of the contract. The contractor shall be paid for only the mowed mileage deemed acceptable (See Section L, Paragraph 2).
- The safety aspects of the mowing operation must be followed to ensure the safety of the citizens. If the Public Works Superintendent or his agents feel the safety operation is not adequate, the mowing operation will be halted. When it is deemed that the contractor does not have the ability to operate safely, the contract will be terminated, and the contractor shall be paid for the mowed mileage deemed acceptable. **Please note that safety issues must be addressed immediately.**

All operations described in these specifications shall be conducted by the Contractor's personnel and the expense of all such operations shall be the Contractor's.

- The contractor shall provide all equipment, labor, fuel. And any other materials and incidentals necessary to complete the required work. The Contractor shall be responsible for all maintenance and repair of equipment and the availability presence, and supervision of all employees.
- The contractor shall always have a competent and experienced Supervisor/ Foreman on duty when work is being performed under Contract.
- There shall be no Subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the Public Works Superintendent.
- It shall be the Contractor's responsibility to ensure that roadside debris does not hamper traffic.
- The Contractor shall not allow any debris to be thrown onto the road surface by the mowing equipment or Contractor personnel. If so, it is to be removed immediately.

O. **Measurement:**

- Safety Area- These areas should consist of areas at intersections and curves that need to be mowed to ensure sight clearance, but not if private property may be damaged.
- Right-of-Way Mowing- Right-of-Way mowing completed and accepted will be measured in miles. The price per mile if right-of-way shall be regardless of the right-of-way width. Right-of-Way may be what has been recognized by the County, deeded to the County, and/or currently maintained by the County.

P. **County Public Works Assistance:**

- County forces shall police the Right-of-Way prior to beginning the mowing cycle. County forces shall remove trees, limbs and roadside litter that is found. In the event additional roadside litter in substantial quantity is found, it is to be removed from the mowing path and County forces informed.
- If an area or portion of road has to be mowed by County forces due to special activities or to solve public complaints and the area or road does not require re-mowing when the contractor enters the area, that mileage will be deducted from the payable mileage.

Q. **Payment:**

Payment for this work, complete and accepted will be made at the Contract unit Price Per Mile for which payment shall be full compensation for furnishing all materials, all labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the item.

Payment will be under: Right-of-Way Mowing Per mile

R. **Termination:**

Either party may terminate this agreement by providing written notice of the intent to terminate the Agreement Ninety (90) days in advance of the expiration date of the current term of the Agreement.

S. **Term:**

This term shall commence on _____ 2023. The initial term one (1) year of this agreement shall end on _____ 2024 and shall be effective for a three (3) year period, and the contract may be renewed every _____ through the terms of the contract. At the end of three (3) years, the mowing contract shall be re-bided.

Early County Right-of-Way Mowing

Bid Sheet

As stated in the specifications, original certificates of insurance must be provided to the Early County Board of Commissioners for a minimum of \$1,000,000.00 general liability and Georgia Workers compensation insurance as required by Georgia state law.

Upon acceptance of the bid, the contractor will be notified. The contract between the Early County Board of Commissioners and the contractor will be executed within seven (7) days of award. The awarded contractor will be notified of the tentative start day by _____, 2023, with the work to begin in seven (7) days.

To: Early County Board of Commissioners: I submit the following bid for one (1) year contract to mow the County's Right-of-Ways, understanding that the contract **may be** renewed every year through the terms of the contract, not to exceed three (3) years under the same terms and conditions.

Mileage per Cycle	Cost per mile	Annual total cost	Three (3) year total cost
250+ (4 cycles=1,000+- miles)			

List all equipment that will be used in this operation:

Payment terms: 14 days upon receipt of invoice with "work approved" from Public Works Superintendent.

It is agreed by the undersigned vendor that the signature and submission of the bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Company: _____

Address: _____ **City/State/Zip** _____

Contact Person: _____ **Phone:** _____

Signature: (sign manually, in ink) _____

Printed Name: _____ **Title:** _____

Date: _____

Early County, Georgia
Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.G 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Early County 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 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 in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Early County, Georgia; contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. The contractor further agrees to maintain records of such compliance and provide a copy of each verification to Early County Commissioners Office at the time the subcontractor(s) is retained to provide the service.

E-Verify User Identification Number

Authorization Date

Legal Name of Business

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Subscribed and Sworn
Before me on this the
_____ Day of _____ 20____

Notary Public
My Commission Expires:

Early County, Georgia
Subcontractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.G 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Early County 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 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 in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Early County, Georgia; contractor will secure from such contractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. The contractor further agrees to maintain records of such compliance and provide a copy of each verification to Early County Commissioners Office at the time the subcontractor(s) is retained to provide the service.

E-Verify User Identification Number

Authorization Date

Legal Name of Business

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Subscribed and Sworn
Before me on this the
_____ Day of _____ 20____

Notary Public
My Commission Expires:
