

PROJECT MANUAL

10th Street Bridge Multi- Model Connection Project **P.I. No. 0015890**

Fulton County, Georgia

CITY OF ATLANTA - Sponsor

November 9, 2023

Implementation Manager:

Midtown Alliance

999 Peachtree Street

Suite 730

Atlanta, GA 30309

Engineer:

Kimley-Horn & Associates

1200 Peachtree Street NE,

Suite 800

Atlanta, GA 30309

**SECTION 00010
TABLE OF CONTENTS**

INTRODUCTORY INFORMATION

Section 00001	Title Page
Section 00010	Table of Contents
Section 00020	Invitation to Bid
Section 00030	Notice to All Bidders
Section 00100	Instructions to Bidders

BIDDING REQUIREMENTS – THE DOCUMENTS IN SECTION 00300 – 00480 ARE TO BE THE “BID SUBMITTAL PACKAGE”

*Section 00300	Bid Form
*Section 00405	Corporate Certificate
*Section 00410	Bid Bond
*Section 00420	Federal Aid Certificate
*Section 00425	DBE Requirements
*Section 00435	Bid Opportunity List (<i>Submitted to Local per 102.18</i>)
*Section 00480	Oath of Successful Bidder
*Section 00490	Georgia Security and Immigration Compliance Act Affidavit

*Denotes forms that must be completed and submitted as the “Bid Submittal Package.”

CONTRACT REQUIREMENTS

Section 00500	Form of Contract
Section 00505	Disadvantaged Business Enterprise Program
Section 00510	Georgia Department of Transportation Required Contract Provisions Federal Aid Construction
Section 00515	Davis-Bacon Wage Determination
Section 00520	Required Contract Provisions for Federal Aid Contracts
Section 00525	Notice to Contractors – Special Provision for Required Contract Provisions for Federal Aid Construction Contracts
Section 00530	Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Section 00540	Notice to Contractors: Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts
Section 00550	Required Contract Provisions Buy America & Convict Produced Material
Section 00551	LocalGovt – BUY AMERICA and BABA Language for Agreements 2022-12-21
Section 00552	LocalGovt – BABA Certificate of Compliance 2022-12-21
Section 00555	Notice of Requirement of Affirmative Action to Ensure Equal Employment Opportunity
Section 00560	GA.D.O.T. Special Provision: Prompt Payment
Section 00570	Utility Conflicts
Section 00610	Contract Performance Bond
Section 00620	Payment Bond
Section 00690	General Conditions
Section 00700	Supplemental General Conditions
Section 00710	Appendix B – Insurance & Bonding Requirements

Section 00800	Special Conditions
Section 00810	Notice of Award
Section 00820	Notice to Proceed
Section 00850	Drawing Index

SPECIFICATIONS AND SPECIAL PROVISIONS

General Specifications

Section 01010	Summary of Work
Section 01025	Application for Payment
Section 01040	Project Coordination
Section 01050	Field Engineering
Section 01095	Reference Standards and Definitions
Section 01100	Incorporation of G.D.O.T. Standard Specifications
Section 01200	Project Meetings
Section 01300	Submittals
Section 01326	Construction Scheduling and Traffic Control
Section 01400	Contractor's Quality Control Program and Safety Program
Section 01500	Construction Facilities
Section 01600	Materials and Equipment
Section 01630	Products and Substitutions
Section 01705	Contract Close-Out
Section 01710	Site Cleaning
Section 01720	Project Record Documents
Section 01732	Selective Demolition

Project Specific Technical Special Provisions

Section 107	Legal Regulations and Responsibility to the Public
Section 108.08	Prosecution and Progress
Section 109	Measurement and Payment
Section 109	Measurement and Payment
Section 150.6	Traffic Control
Section 161	Control of Soil Erosion and Sedimentation
Section 163	Miscellaneous Erosion Control Items
Section 167	Water Quality Monitoring
Section 171	Silt Fence
Section 201	Clearing and Grubbing Right of Way
Section 449	Preformed Silicone Joint Seal
Section 500	Lightweight Concrete
Section 500	Special Surface Coating Finish
Section 519	Two-Part Epoxy Polymer Overlay
Section 643	Ornamental Fence
Section 680	Highway Lighting

APPENDIX

Attachment A – Environmental Commitments Table

Attachment B – PI-0015890 – 10th Street RW Plans – Revised 2023-07-26

Attachment C – Utility Adjustment Schedules

INVITATION TO BID

Sealed bids will be received by Midtown Alliance, 999 Peachtree Street, Suite 730, Atlanta, GA, 30309 **until 2:00 p.m. ET on December 14, 2023** for the construction of **10th Street Bridge Multi-Modal Connection Project** in the City of Atlanta, Fulton County, Georgia. The Midtown Alliance and GDOT project identification number is **PI-0015890**. Bids received after the designated time will not be accepted. All bids must be originals; no bond copies, facsimile copies, or electronic copies will be accepted.

The project generally includes construction of a two-way bike facility on 10th St. and Williams St. enhanced and upgrade sidewalks, curbs, roadway, crosswalks, gateway features, landscaping, street trees, street lighting, bridge deck enhancements, new lane assignment and improved signage.

The Solicitation document may be viewed and downloaded from Midtown Alliance's website here:

<https://www.midtownatl.com/10thStBridge-Solicitation>

A **pre-bid conference** for prospective bidders will be held at **2:00 p.m. ET on November 20, 2023** by Midtown Alliance, 999 Peachtree Street, Suite 730, Atlanta, GA, 30309.

The Project Manual and Drawings may be examined at the following location:

- 1) Midtown Alliance office at 999 Peachtree Street, Suite 730, Atlanta, GA, 30309

Should any question or need for information arise, it should be directed to Midtown Alliance at business@midtownatl.com with subject line: **PI-0015890 10th Street Bridge Multi-Modal Connection Project – [insert nature of email]**. All questions must be submitted by email by **5:00 p.m. ET on December 1, 2023**. The response to the questions will be sent as an addendum.

No bid proposal will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid and made payable to Midtown Alliance.

Successful Bidder shall be required to furnish a Contract Performance Bond equal to 100% of the contract price and a Payment Bond equal to 110% of the contract price, with the terms and surety to be approved by Midtown Alliance and the City of Atlanta, and furnish satisfactory proof of carriage of the insurance required.

GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract.

Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT.

Bidders submitting bids in excess of \$2,000,000 must be prequalified with GDOT.

The Georgia D.O.T. Disadvantaged Business Enterprise (**DBE**) goal for this project is **16%**. All DBE firms must be certified with the Georgia D.O.T. Equal Employment Opportunity Office.

The City of Atlanta in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, sex, or national origin in consideration for an award.

If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements per the Project Manual, including Section 00100 Instructions to Bidders.

Low Bid will be determined based on the sum of the base bid and any alternates selected by Midtown Alliance. The completed DBE Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid.

No bidder may withdraw their bid within one-hundred and twenty days (120) after the actual date of the opening thereof.

The successful bidder shall commence work with adequate force and equipment on a date to be specified in a written order of the Implementation Manager and shall complete the work within **610 consecutive calendar days** from and including said date.

“BIDDER QUALIFICATIONS”

NOTICE TO ALL BIDDERS

ALL BIDDERS SUBMITTING BIDS IN EXCESS OF \$2,000,000 SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT).

ALL BIDDERS SUBMITTING BIDS \$2,000,000 OR LESS SHALL BE REGISTERED SUBCONTRACTORS OR PRE-QUALIFIED WITH THE GDOT.

SUBCONTRACTORS SHALL BE PRE-QUALIFIED OR REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES, SUCH AS BRIDGES, THE MANUFACTURER OF THE STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

INSTRUCTIONS TO BIDDERS

1.0 GENERAL

1.01 SUBMITTING BIDS

A. The Bid Submittal Package shall consist of those documents contained in and identified as Sections 00300 through and including 00495 of the Project Manual (See Table of Contents). No interlineations, additions, or deletions shall be made to the documents in the Bid Submittal Package by the bidder. Erasures or other changes to responses of the bidders must be noted and signed by the bidder on the page where they occur. All forms contained in the Bidding Requirements section must be completed and included as a part of the Bid Submittal Package. The failure to follow instructions in completing any part of the Bid Submittal Package may cause the bid to be deemed non-responsive and be rejected.

B. The Bid Submittal Package will be received by Midtown Alliance, 999 Peachtree Street, Suite 730, Atlanta, GA, 30309 **until 2:00 p.m. ET December 14, 2023** as stated in the Invitation to Bid (Section 00020).

C. All Bid Submittal Packages shall be in sealed envelopes (inner and outer), both clearly marked and labeled on the outside with the following project description:

**10th Street Bridge Multi-Modal Connection Project
P.I. No. 0015890**

and shall also include the full name and complete address of the bidder, and the date and time that bids are due.

D. No bids may be withdrawn after submission for a period of one hundred and twenty (120) days after the date set for bid opening.

E. Sealed Bids received on time will be opened and publicly read.

1.02 PRE-BID CONFERENCE

A Pre-bid Conference will be held at **2:00 p.m. ET on November 20, 2023** by Midtown Alliance, 999 Peachtree Street, Suite 730, Atlanta, GA, 30309

At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. It is strongly encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Bidders will be allowed to ask questions. Oral answers to questions during the Pre-bid Conference will not be authoritative.

It should be emphasized that nothing stated or discussed during the course of this Conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

1.03 NOTICE OF OTHER REGULATIONS OR REQUIREMENTS

A. Georgia Department of Transportation (GDOT) bidders shall be qualified as outlined in Section 00030 Notice to All bidders. **Bids will be considered only from pre-qualified bidders for work of this type and magnitude.**

- B. Bidders are required to examine the Plans and Specifications carefully and to make such examinations of the site of the Work as are necessary to familiarize themselves with the nature and extent of the tasks to be completed and with all local conditions and/or all laws and regulations which may affect the Work. Bidders are also required to inform themselves fully in regard to construction and labor conditions under which the Work will be performed. The Implementation Manager will not be responsible for bidder's errors or misjudgment, nor for any information or lack of information on location conditions or general laws and regulations.
- C. The Code of Federal Regulations (CFR) is cited at several locations in the following project documentation. The complete text of the CFR is available at <http://www.access.gpo.gov/nara/cfr>.
- D. GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to the contract. It is the responsibility of Bidders to become knowledgeable with this document. It can be purchased by contacting the Georgia Department of Transportation.
- E. The City of Atlanta Code of Ordinances is available at <http://www.atlantaga.gov>.
- F. Failure of a bidder to be aware of any applicable federal, state or local regulation shall not excuse compliance, regardless of whether specifically cited in the Contract Documents, the Plans and Specifications or any related document.
- G. All testing is to meet the requirement outlined in the GDOT Sampling, Testing and Inspection Guide
- H. The contractor shall use suppliers on the appropriate GDOT qualified Products List

1.04 AUTHORITY TO SIGN

- A. If a bid is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the Corporate Certificate must be executed.
- B. The bidder should ensure that the legal and proper name of her/his proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

1.05 BID SECURITY

- A. Bids must be accompanied by a certified check to the Midtown Alliance or acceptable Bid Bond in an amount not less than five (5%) of the amount of bid. The Bid Bond shall name Midtown Alliance as the obligee. The Bid Bond shall be secured by a guaranty or surety company listed in the latest issue of United States Treasury Circular 570. The amount of the Bid Bond must be within the maximum amount specified for such guaranty or surety company by Circular 570. **No bid will be considered unless it is accompanied by the required security.**
- B. The bid security of the bidders submitting the five lowest total bid amounts shall be retained until either a bidder has signed the contract and furnished performance and payment bonds and certificates of insurance, or until one-hundred and twenty days (120) after the bid opening date whichever date is sooner. Other bid securities will be returned within ten (10) calendar days after the bid opening date. Bid securities being held pending the signing of the contract and the furnishing of other documents will be returned within three (3) calendar days.

C. Each bidder agrees that if it is awarded the contract to perform this work and fails within the stipulated time to execute the contract and/or furnish other required documents that the Midtown Alliance will retain the bid security as liquidated damages and not as a penalty.

D. Attorneys-in-Fact who sign bid bonds must file with the bond a certified and effectively date copy of their power of attorney.

1.06 RIGHTS RESERVED

A. The Midtown Alliance reserves the right to reject any or all bids, to waive informalities and to re-advertise. The Midtown Alliance also reserve the right to reject bids which are non-confirming or to re-open the bidding if all bids are in excess of funds available for the Project

B. Georgia Department of Transportation (GDOT) requires a bidder to be pre-qualified based upon the size of the project and that if the bid involves major structures such as bridges and retaining walls, the contractor must be pre-qualified regardless of bid amount. If a single sub-contract is in excess of two hundred and fifty thousand dollars (\$250,000), the sub-contractor must be registered with GDOT. The Midtown Alliance reserves the right to reject any or all bids from any bidder who is not pre-qualified with GDOT.

C. The Midtown Alliance reserves the right to reject any or all bids from bidders who are declared “non-responsive.” Bidders failing to meet the DBE requirements of The City of Atlanta may be declared “non-responsive” if they have not made a good faith effort to meet the DBE goal or the City of Atlanta’s requested participation level. Bidders failing to include all documents in the Bid Submittal Package as required by the Bidding Requirements may cause the bid to be declared as “non-responsive” and be rejected. The failure to follow instructions in completing any part of the Bid Submittal Package may also cause the bid to declared “non-responsive” and be rejected.

D The Midtown Alliance reserves the right to reject any bid which contains unauthorized additions, conditions, limitations, or provisions to the terms of the bid, including any such changes which result from interlineations, additions or deletions made to the documents in the Bid Submittal Package.

1.07 AWARD OF CONTRACT

A. The contract for the Work, (the “Contract”), if awarded, will be awarded to the lowest reliable bidder whose bid shall have met all the prescribed requirements.

B. The Implementation Manager shall issue a written notice of award (“Notice of Award”) to the successful bidder.

C. The Contract shall be executed on the form as shown in Section 00500 by the successful bidder (hereinafter, the “Contractor”), will be subject to all requirements of the Contract Documents, and shall form a binding contract between the contracting parties.

D. The Contractor shall be required to furnish one executed copy of: (i) Bid Form, (ii) Corporate Certificate, (iii) Bid Bond (iv) Federal Aid Certificate, (v) DBE Requirement, (vi) Bid Opportunity List, (vii) Oath of Successful Bidder, (viii) Georgia Security and Immigration Compliance Act Affidavit.

E. The Contract Performance Bond shall be equal to 100% of the Contract Price. The Contract Payment Bond shall be equal to 110% of the Contract Price. All bonds must be provided by a company

qualified to do business in Georgia and shall meet the requirements of Sections 13-10-1, 36-10-4 and 36-82-101 to 103 of the Official Code of Georgia.

F. A Preconstruction Conference will be held with, at a minimum, Sponsor, Contractor, selected DBE Firms, GDOT Area Engineer, and the GDOT Project Manager

1.08 FAILURE TO EXECUTE CONTRACT

A. Failure to execute Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of insurance coverage as required within 10 days after the date of Notice of Award of the Contract shall be just cause for the annulment of the award and for the forfeiture of the bid bond, not as a penalty, but as liquidation of damages sustained. At the discretion of the Implementation Manager, the award may then be made to the next lowest responsible and responsive bidder, or the Work may be re-advertised.

1.09 INSURANCE, PROOF OF COVERAGE

A. The Contractor shall be required to furnish the Implementation Manager with satisfactory proof of the insurance coverage specified in the Project Manual within ten (10) days from the date of the Notice of Award. The sample insurance certificate attached to Supplemental General Conditions lists required insurance limits for this project.

1.10 NOTICE OF COMMENCEMENT

A. The Contractor, after furnishing the Payment Bond or Security Deposit, shall post on the public works construction site and file with the clerk of the Superior Court in the county in which the site is located a notice of commencement no later than fifteen (15) days after the Contractor physically commences work on the project and supply a copy of the notice of commencement to any subcontractor, materialman, or person who makes a written request to the Contractor. Failure to supply a copy of the notice of commencement within ten (10) calendar days of receipt of written request from the subcontractor, materialman, or person shall render the provisions of paragraph (1) of subsection (a) of Georgia Code Section 46-91-73 inapplicable to the subcontractor, materialman, or person making the request. The notice of commencement shall include:

- The name, address, and telephone number of the Contractor.
- The name and location of the public work being constructed or a general description of the improvement.
- The name and address of the surety for the performance and payment bonds, if any.
- The name and address of the holder of the security deposit provided, if any.

B. The failure to file a notice of commencement shall render the notice to contractor requirements of paragraph (1) of subsection (a) of Code Section 36-91-73 inapplicable.

1.11 TIME

A. Time is of the essence in the construction of this project. The Contractor shall commence work with adequate force and equipment on a date to be specified in a written order of the Implementation Manager and shall complete the work within **610 consecutive calendar days** from and including said date. Payment will be made to the contractor each calendar month based on the estimated work completed in place as prescribed by the standard specifications. Final payment of amounts withheld will not be made until the Implementation Manager and the City of Atlanta have certified that the work has been satisfactorily completed and accepted.

B. The Contract Time for completion of the Work for this Contract shall be as stated in the Project Manual. For failure to complete the Work within this period, the Contractor shall pay the Implementation Manager liquidated damages of \$1,169.00 per calendar day.

1.12 LOCATION AND SITE

A. The Site of the proposed Work is located within the City of Atlanta, Fulton County, Georgia as indicated in the Plans and Specifications. Bidders shall inform themselves concerning all applicable Georgia laws and local ordinances and comply with same.

B. The Contractor shall accept the Site in its present condition and carry out all work in accordance with the requirements of the Specifications and as indicated on the Drawings.

C. The Contractor shall, before submitting a bid, visit the Site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the Site.

D. The Contract Documents contain the provisions required for the completion of the Work to be performed pursuant to this Contract. Information obtained from an officer, agent, or employee of the Implementation Manager or any other person shall not affect the risks or obligations assumed by the contractor or relieve her/him from fulfilling any of the conditions of the contract. Each bidder is responsible for inspecting the Site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to so familiarize herself/himself shall in no way relieve any bidder from any obligation in respect to her/his bid.

E. The Contractor shall inspect all easements and rights-of-way to ensure that the Implementation Manager has obtained all land and rights-of-way necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Implementation Manager. The Contractor shall not be entitled to damages for the failure of the Implementation Manager to obtain rights-of-way. The Contractor shall accurately locate above and below ground utilities and structures which may be affected by the Work using whatever means may be appropriate.

F. The limits of work are as defined on the drawings and specifications and other contract documents.

1.13 BIDDERS NOTICE

A. Bidders are hereby notified and agree by submission of their bid that should, after award of contract, additional items not listed in the bid become necessary and require unit prices not established by the bid, that the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid.

B. Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications before submitting bid. Failure to do so will be at the Bidder's risk. In case of error in extension of prices in the Bid, the unit price shall govern. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

1.14 COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

A. The Work connected with this contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by the Implementation Manager.

1.15 INFORMATION AND QUESTIONS

A. Should any question or need for information arise, it should be directed to Midtown Alliance at business@midtownatl.com with subject line: **PI-0015890 10th St. Bridge Multi-Modal Connection Project – [insert nature of email]**. All questions must be submitted by email by **5:00 PM on December 1, 2023**. The response to the questions will be sent as an addendum.

B. All Bidders and Representatives of any Bidder are strictly prohibited from contacting any other City or Midtown Alliance employees or any third-party representatives of the City or Midtown Alliance on any matter regarding this ITB.

1.16 ADDENDA AND INTERPRETATION

A. No interpretation of the meaning of the Contract Documents will be made orally to any bidder. Any request for such interpretation should be in writing addressed to the Engineer. Each such interpretation shall be given in writing, separately numbered and dated and furnished to each interested bidder at least three (3) days, excluding Saturdays, Sundays and Legal Holidays, prior to the bid opening date. Any request not received seven days prior to bid opening date will not be accepted because of the difficulty in completing the interpretation and making distribution to each bidder.

END OF SECTION

BIDDING REQUIREMENTS

**(THE DOCUMENTS IN SECTION
00300 – 00490 ARE TO BE THE
“BID
SUBMITTAL PACKAGE”)**

PROJECT PI 0015890 – 10TH Street Bridge Multi-Modal Connection Project

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
	ROADWAY				
109-0300	PRICE ADJUSTMENT – ASPHALT CEMENT	TBD	TBD	TBD	TBD
150-1000	TRAFFIC CONTROL	LS	1		
210-0100	GRADING COMPLETE	LS	1		
433-1100	REINF CONC APPROACH SLAB, INCL CURB	SY	147		
437-1571	STRAIGHT GRANITE CURB, 5 IN X 17 IN, TP A	LF	275		
441-0104	CONC SIDEWALK, 4 IN	SY	1480		
441-0108	CONC SIDEWALK, 8 IN	SY	640		
441-0754	CONCRETE MEDIAN, 7 1/2 IN	SY	136		
441-5001	CONCRETE HEADER CURB, 4 IN, TP 1	LF	240		
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	2650		
441-5003	CONCRETE HEADER CURB, 8 IN, TP 3	LF	210		
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	LF	200		
441-5025	CONCRETE HEADER CURB, 4 IN, TP 9	LF	240		
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	50		
441-6022	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	LF	270		
500-3002	CLASS AA CONCRETE	CY	4		
611-4997	RESET METAL GATE - (STA 102+60 RT)	EA	1		
900-0039	BRICK PAVERS	SF	55		
900-0527	REMOVABLE BOLLARDS	EA	19		
	PAVEMENT				
310-1101	GR AGGR BASE CRS, INCL MATL	TN	495		
318-3000	AGGR SURF CRS	TN	150		
402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	TN	1220		
413-0750	TACK COAT	GL	1000		
430-0160	PLAIN PC CONC PVMT, CL 1 CONC, 6 INCH THK	SY	565		
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	14320		
441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	255		
441-4030	CONC VALLEY GUTTER, 8 IN	SY	115		
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	70		
	DRAINAGE				
550-5120	STORM DRAIN PIPE, 12 IN, CLASS III (PVC)	LF	26		

550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	LF	75		
610-6015	REM DROP INLET	EA	2		
611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	4		
611-3002	RECONSTR CATCH BASIN, GROUP 2	EA	3		
611-3010	RECONSTR DROP INLET, GROUP 1	EA	1		
611-3012	RECONSTR DROP INLET, GROUP 2	EA	1		
611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	3		
611-8040	ADJUST DROP INLET TO GRADE	EA	2		
668-1100	CATCH BASIN, GP 1	EA	4		
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	6		
668-2100	DROP INLET, GP 1	EA	4		
668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	5		
668-4300	STORM SEWER MANHOLE, TP 1	EA	1		
	TEMPORARY EROSION CONTROL				
163-0232	TEMPORARY GRASSING	AC	1		
163-0240	MULCH	TN	11		
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	2		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	17		
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	1450		
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2		
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	17		
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	2		
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	2900		
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	175		
	PERMANENET EROSION CONTROL				
700-7000	AGRICULTURAL LIME	TN	1		
700-8000	FERTILIZER MIXED GRADE	TN	1		
700-8100	FERTILIZER NITROGEN CONTENT	LB	8		
	SIGNING				
610-9001	REM SIGN	EA	3		
611-5360	RESET HIGHWAY SIGN	EA	35		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	165		
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	50		
636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	25		
636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	SF	75		
636-1077	HIGHWAY SIGNS, ALUM EXTRUDED PANELS, REFL SHEETING, TP 9	SF	15		
636-2070	GALV STEEL POSTS, TP 7	LF	295		
636-2080	GALV STEEL POSTS, TP 8	LF	15		

636-2090	GALV STEEL POSTS, TP 9	LF	30		
	PAVEMENT MARKING				
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	10		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	14		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6		
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	7		
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2590		
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	2660		
653-1504	THERMOPLASTIC SOLID TRAF STRIPE, 12 IN, WHITE	LF	35		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	220		
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	3380		
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	1500		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	105		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	15		
654-1001	RAISED PVMT MARKERS TP 1	EA	53		
654-1003	RAISED PVMT MARKERS TP 3	EA	113		
657-1054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, WHITE, TP PB	LF	370		
657-1084	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, WHITE, TP PB	LF	2340		
657-1244	PREFORMED PLASTIC SOLID PVMT MKG, 24 IN, WHITE, TP PB	LF	80		
657-3054	PREFORMED PLASTIC SKIP PVMT MKG, 5 IN, WHITE, TP PB	GLF	490		
657-4998	PREFORMED PLASTIC SOLID PVMT MARKING, CONTRAST (BLACK-WHITE), TP PB	SY	110		
657-4999	PREFORMED PLASTIC PAVEMENT MARKING, CONTRAST (BLACK-YELLOW), TP PB	SY	70		
657-6054	PREFORMED PLASTIC SOLID PVMT MKG, 5 IN, YELLOW, TP PB	LF	240		
657-8045	PREFORMED PLASTIC SKIP PVMT MKG 5 IN., YELLOW TP PB	GLF	300		
659-7015	HOT APPLIED PREFORMED PLASTIC PVMT MKG, BIKE LANE MARKING, TP P	EA	38		
659-7030	HOT APPLIED PREFORMED PLASTIC PVMT MKG, COLORIZED BIKE LANE, TP P - (405 SY GREEN MARKING)	EA	1		
	SIGNALS				
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9 - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	SF	93		
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9 - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	SF	114		

636-2070	GALV STEEL POSTS, TP 7 - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LF	27		
636-2070	GALV STEEL POSTS, TP 7 - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	LF	27		
639-3004	STEEL STRAIN POLE, TP IV - W/ 65' MONOTUBE MAST ARM - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	EA	1		
639-3004	STEEL STRAIN POLE, TP IV - W/ 45' AND 60' DUAL MONOTUBE MAST ARMS - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	EA	1		
639-3004	STEEL STRAIN POLE, TP IV - W/ 40' MONOTUBE MAST ARM - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	EA	1		
639-3004	STEEL STRAIN POLE, TP IV - W/ 45' MONOTUBE MAST ARM - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	EA	1		
639-3004	STEEL STRAIN POLE, TP IV - W/ 65' MONOTUBE MAST ARM - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	EA	1		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
647-1000	TRAFFIC SIGNAL INSTALLATION NO - 2 (10TH STREET AND WILLIAMS STREET)	LS	1		
687-1000	TRAFFIC SIGNAL TIMING - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
687-1000	TRAFFIC SIGNAL TIMING - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	LS	1		
937-4000	INDUCTANCE LOOP DETECTION SYSTEM, NO - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
937-4100	PEDESTRIAN DETECTION SYSTEM, NO - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
937-4100	PEDESTRIAN DETECTION SYSTEM, NO - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	LS	1		
937-6010	MICROWAVE VEHICLE DETECTION SYSTEM, NO - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
937-6010	MICROWAVE VEHICLE DETECTION SYSTEM, NO - SIGNAL 2 (10TH STREET AND WILLIAMS STREET)	LS	1		
937-6040	VIDEO DETECTION SYSTEM, NO - SIGNAL 1 (10TH STREET AND I-75/I-85 RAMPS)	LS	1		
	BRIDGE				
449-1350	PREFORMED SILICONE JOINT SEAL, BR NO. - 1	LF	213		
500-0100	GROOVED CONCRETE	SY	95		
500-1006	SUPERSTR CONCRETE, CL AA, BR NO - 1 (44)	LS	1		
500-2100	CONCRETE BARRIER	LF	443		
511-3000	SUPERSTR REINF STEEL, BR NO - 1 (4327)	LS	1		
514-1000	EPOXY COATED SUPERSTR REINF STEEL, BR NO - 1 (10792)	LS	1		
519-0515	SURFACE PREPARATION	SY	2646		

519-0530	POLYMER OVERLAY	SY	2646		
540-1202	REMOVAL OF PARTS OF EXISTING BRIDGE, BR NO - 1	LS	1		
643-8300	ORNAMENTAL FENCE	LF	425		
	LIGHTING				
500-3101	CLASS A CONCRETE	CY	10		
511-1000	BAR REINF STEEL	LB	1038		
680-6130	LUMINAIRE, TP 3, LED - TYPE "FC"	EA	16		
680-6130	LUMINAIRE, TP 3, LED - TYPE "FD"	EA	66		
682-2110	ELECTRICAL SERVICE POINT	EA	2		
682-6110	CONDUIT, RIGID, 1 IN	LF	200		
682-6219	CONDUIT, NONMETL, TP 2, 1 IN	LF	1800		
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	5600		
682-9020	ELECTRICAL JUNCTION BOX	EA	12		
682-9021	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	EA	2		
682-9023	ELECTRICAL JUNCTION BOX, GALVANIZED, SIZE - 4" SQUARE X 2 1/8"	EA	4		
682-9950	DIRECTIONAL BORE - STREET CROSSINGS	LF	600		
	UTILITIES				
611-8010	ADJUST HYDRANT TO GRADE (FIRE)	EA	6		
611-8050	ADJUST MANHOLE TO GRADE	EA	22		
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	17		
611-9995	ADJUST WATER VALVE VAULT TO GRADE, STA - 203+38, 304+81, 308+06	EA	3		
	LANDSCAPING				
700-9300	SOD (BERMUDA GRASS)	SY	1874		
702-0243	ECHINACEA PURPUREA - 1 GAL.	EA	119		
702-0290	GINKGO BILOBA - 3" CAL.	EA	3		
702-0414	ILEX GLABRA - 3 GAL.	EA	26		
702-0570	LIRIOPE SPICATA - 1 GAL.	EA	62		
702-0678	MULLENBERGIA CAPILLARIS - 3 GAL.	EA	325		
702-0728	PHLOX DIVERICATA - 1 GAL.	EA	6		
702-0897	QUERCUS NUTTALLI - 3" CAL.	EA	2		
702-0960	RHUS AROMATICA - 1 GAL.	EA	42		
702-1056	TAXODIUM ASCENDENS - 3" CAL.	EA	49		

TOTAL BID	
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1. The BIDDER understands the IMPLEMENTATION MANAGER reserves the right to evaluate and award the Contract to the BIDDER based upon the method as stated in the Instructions to Bidders Section 00100.
2. The BIDDER understands that the IMPLEMENTATION MANAGER reserves the right to reject any or all bids and to waive any informalities in the bidding.
3. The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 120 calendar days after the scheduled closing time for receiving bids.
4. The BIDDER understands and agrees that the project scope is identified by the Plans and Specifications. Since it is not possible to have a line item for every work element shown on the Plans and Specifications included on the Bid From, the BIDDER has account for the costs of work elements which don't have a specific line item in Grading Complete.
5. The BIDDER understands and agrees that for all line items which are not Lump Sum, the Bidder had included in their Bid Total the number of units shown on the Bid From.

Signature: _____

Date: _____

Title _____

END OF SECTION

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said Bid in behalf of the Contractor was then of said Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____, 20_____.

Company

Signature / Secretary of Corporation

Corporate Seal

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety) a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____, and authorized to do business in the State of Georgia, are held and firmly bound unto the Implementation Manager in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of American, to be paid upon demand of the Implementation Manager to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the Implementation Manager, a Bid for furnishing materials, labor and equipment to construct the construction of Intersection Improvements, and WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth, in the form and manner required by the Implementation Manager and execute a sufficient and satisfactory Performance Bond in the amount of 100% of the total Contract Price, and Payment Bond in the amount of 110% of the Contract Price payable to the Implementation Manager, in form and with security satisfactory to said Implementation Manager, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Security shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the Implementation Manager upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed

This _____ day of _____, 20__.

ATTEST: Principal Seal

BY: _____ BY: _____

Title: _____ Title: _____

ATTEST: Surety Seal

BY: _____ BY: _____

Title: _____ Title: _____

END OF SECTION

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

FEDERAL AID CERTIFICATION
(English Project)

First Use Date 2013 Specifications: November 22, 2013
Revised: June 8, 2016

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have ___/have not ___ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have ___ / have not ___ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with _____ (Contractor's name) _____, _____ (Subcontractor's name) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

BOYCOTT OF ISRAEL

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1___2___3___4___5___. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the ___ day of _____, 20___.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this _____ day of _____, 20___.

(Notary Public)

My Commission expires the _____ day of _____, 20___.

(Federal ID No./IRS No.)

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

DBE GOALS

VENDOR ID : _____ BIDDER'S COMPANY NAME: _____

PROJECT NO. & COUNTY: _____

LET NO: _____ LET DATE: _____ TOTAL BID: _____

THE REQUIRED DBE GOAL ON THIS CONTRACT IS : 16%

I PROPOSE TO UTILIZE THE FOLLOWING DBE'S:

LIST OF DBE PARTICIPANTS

*VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	RACE Neutral	Race Conscious	*WORK CODE	AMOUNT
TOTAL						

* For Departmental use only. Do not fill in Work codes.

PLEASE NOTE : Only 60% of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

REPLACE THIS PAGE With Project Specific

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

-

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

The DBE Firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vendor Number	Company Name And Address (City and State)	Type of Work	* Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 (60% = \$48,000.00)

* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

PLEASE NOTE: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____
 COUNTY: _____
 CONTRACT ID NO.: _____
 CONTRACTOR: _____

REPORT NO.: _____

NOTICE TO PROCEED: _____
 DATE WORK BEGAN: _____
 CONTRACT \$ AMOUNT: _____
 DBE \$ AMOUNT: _____ \$ 0.00

DBE REQUIRED %: _____
 % DOLLAR COMPLETE: _____
 % PROJECT COMPLETE: _____

31-Jan <input type="radio"/>	31-Jul <input type="radio"/>
28-Feb <input type="radio"/>	31-Aug <input type="radio"/>
31-Mar <input type="radio"/>	30-Sep <input type="radio"/>
30-Apr <input type="radio"/>	31-Oct <input type="radio"/>
31-May <input type="radio"/>	30-Nov <input type="radio"/>
30-Jun <input type="radio"/>	31-Dec <input type="radio"/>

S = SUPPLIER SC = SUBCONTRACTOR

APPROVED DBE			VENDOR ID		DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
1						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
2						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
3						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
4						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
5						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
6						
RN	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>				\$ 0.00
RN COLUMN TOTALS:						
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
RC COLUMN TOTALS:						
			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL % PAID TO DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
CONSTRUCTION CONTRACTORS
BID OPPORTUNITY LIST

FORM EEOP
PREQUALIFICATION OFFICE
Revised 05/16/11

Please complete and mail or FAX to:
Construction Bidding Administration
600 West Peachtree Street, NW
Suite 1113
Atlanta, Georgia 30308
TELEPHONE: (404) 631-1147
FAX: (404) 631-1275

This information shall be submitted in accordance with Specification Section 102.18

Prime Contractor/Consultant: _____
Address/Telephone Number: _____
Bid/Proposal Number: _____
Quote Submitted MM/YY: _____

49 CRF Part 26.11 requires the Georgia Department of Transportation to develop and maintain a "bid opportunity list". The list is intended to be a listing of all firms participating or attempting to participate, on DOT assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials supplies on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project. Prime contractors and consultants must provide information for Nos. 1, 2, 3, and 4 and must provide information they have available on Numbers 5, 5.A, 6, 7, 8 and 9 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
8. Subconsultant
9. Supplier
5. Contact _____
5.A. Company E mail address _____

-
1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
8. Subconsultant
9. Supplier
5. Contact _____
5.A. Company E mail address _____

-
1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. DBE
 Non-DBE
7. Subcontractor
8. Subconsultant
9. Supplier
5. contact _____
5.A. Company E mail address _____
-

OATH OF SUCCESSFUL BIDDER

GEORGIA, _____ County

The following personally appeared before the undersigned officer duly authorized by law to administer oaths:

And

Who, after being first duly sworn, depose and say that they are all of the officers, agents, persons, or employees who have acted for or represented _____

In bidding or procuring the Contract with the _____
on the following Project: _____ Contract No: _____

And that said _____

Has not by (herself, himself, themselves) or through any persons, officers, agents, or employees prevented or attempted to prevent by any means whatsoever competition in such bidding: or by any means whatsoever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

By: _____ Bidder

By: _____
Name

By: _____
Name

Title: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 2020

Notary Public: _____ My Commission Expires: _____

END OF SECTION



Contractor's Name:	
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

CONTRACT REQUIREMENTS

FORM OF CONTRACT

Any conflict(s) between the contractual language and the current edition of the Georgia Department of Transportation (GDOT) Standard Specifications and the 2021 Supplemental Specifications, the GDOT language and specifications will take precedence.

DRAFT

STATE OF GEORGIA, COUNTY OF FULTON

CONTRACT FOR PROVISION OF CONSTRUCTION SERVICES

THIS AGREEMENT, by and between Midtown Business Association Inc., d/b/a Midtown Alliance, party of the first part, hereinafter referred to as "Midtown Alliance," and _____, party of the second part, hereinafter called the "Contractor."

WITNESSETH:

I. SCOPE OF WORK

That the Contractor has agreed and by these presents does agree with Midtown Alliance to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work and construction in strict conformity with the Drawings and Specifications entitled

Project Name on Bid Set Drawings

which Drawings and Specifications together with the Advertisement for Bids, Instructions to Bidders, Bid Manual, and Proposal for the construction of said Project submitted by the Contractor shall all form essential parts of this agreement.

In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.

1. "GENERAL CONDITIONS"
2. "SUPPLEMENTAL GENERAL CONDITIONS"
3. "SPECIAL CONDITIONS"
4. "Bid MANUAL" **Dated**
5. "DRAWINGS" as listed in the Bid Manual

6. GDOT Standard Specifications, **2021 Edition**, as amended is incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein. Including GDOT Supplemental Specifications dated 2016.
7. "ADDENDA" consisting of Addendum No. _____ through Addendum No. _____.

The Contractor shall commence work under this Contract within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery, and shall fully complete the Work hereunder within **six hundred and ten (610)** calendar days from and including the date of receipt of such notice.

If said Work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay Midtown Alliance as liquidated damages and not as a penalty, the sum of **One Thousand One Hundred and Sixty-nine Dollars (\$1,169.00)** per calendar day for each and every day or part of a day thereafter that said Work remains uncompleted.

II. PAYMENT

A. Fees. As full payment for the faithful performance of this Contract, Midtown Alliance shall pay said Contractor _____ (\$ _____), (the "Contract Amount").

B. Fee Schedule. Payment shall be made as follows: Partial payments to the Contractor shall be made monthly, based on the value of work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site. Payment to the Contractor shall be made within thirty (30) days of submission by the Contractor of a duly certified and approved estimate of work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed.

Within sixty (60) days after the Work is fully completed and accepted by Midtown Alliance, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to Midtown Alliance.

Invoice(s) must be submitted as follows: Original invoice(s) must be submitted to:

Midtown Alliance
C/O **to be determined**
999 Peachtree St NE, Suite 730
Atlanta, GA 30309

III. INSURANCE

All Insurance and Bonding requirements shall be satisfied per the Supplemental General Conditions to this Contract.

A. Performance Bond and Payment Bond. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as Principal, and _____, a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond in the amount of

100% of the total Contract Price and a Payment Bond, in the amount of 110% of the Contract Price for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract.

B. Workers Compensation. The Contractor shall, without expense to Midtown Alliance, provide statutory workers compensation insurance and comprehensive liability insurance covering all operations and automobiles as required by the provisions of the Contract, including Subcontractors. The Contractor may carry statutory workers compensation insurance on Subcontractors or require all Subcontractors likewise to carry such insurance.

C. Surety Bonds. It is further agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds for its faithful performance, Midtown Alliance shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five days after the receipt of notice from Midtown Alliance to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to Midtown Alliance.

IV. WARRANTY AND GUARANTEE

The Contractor warrants to Midtown Alliance that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. Midtown Alliance, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which Midtown Alliance determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Midtown Alliance, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The obligation of this paragraph shall survive acceptance of the Work and

termination of the Agreement. All manufacturer warranties and guarantees shall be delivered to Midtown Alliance prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion.

V. INDEMNIFICATION

The General Contractor shall be responsible for all injury or damage of any kind resulting from the work performed under this Contract to persons or property, including employees and property of Midtown Alliance, the Midtown Improvement District, and City of Atlanta. The Contractor shall indemnify and save harmless Midtown Alliance, the Midtown Improvement District, and City of Atlanta and their respective officers, agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and all expenses incidental to the defense of any such claims, litigation, and actions, including but not limited to reasonable attorneys' fees based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or in any way resulting from the work performed under this Contract and shall assume and pay for, without cost to Midtown Alliance or the Midtown Improvement District or City of Atlanta, the defense of any and all claims, litigations, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against Midtown Alliance or the Midtown Improvement District or City of Atlanta, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

VI. DEFINITIONS

The following definitions shall apply to and modify all Contract Documents:

A. THE OWNER – Shall refer to the City of Atlanta

- B. IMPLEMENTATION MANAGER – Shall refer to Midtown Alliance
- C. PROJECT ENGINEER or ENGINEER – Shall refer to **Kimley-Horn and Associates**
- D. PROJECT MANAGER – Shall refer to **Atlas Technical Consultants, LLC**

VII. RELATIONSHIP OF THE PARTIES

A. Extent of Responsibility. The Contractor shall exercise reasonable care in preparing schedules and estimates for the Engineer's review and Midtown Alliance acceptance. The Contractor is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Engineer, Project Manager, and the Implementation Manager any nonconforming discovery by or made known to the Contractor as a request for information in such form as the Engineer may require.

B. Consultation. The Contractor shall schedule and conduct meetings with the Engineer, Project Manager and Implementation Manager to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Contractor shall advise the Implementation Manager, Project Manager and the Engineer on proposed site use and improvements, selection of materials, and building systems and equipment.

The Contractor shall also provide recommendations consistent with the Project requirements to the Implementation Manager, Project Manager and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

The Contractor shall prepare and periodically update a Project schedule for the Engineer's review and the Implementation Manager's acceptance. The Contractor shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and

integrate the Contractor's performance of the Work, the Engineer's services, other Midtown Alliance consultants' services, and the Implementation Manager's responsibilities, and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Price proposal; components of the Work; times of commencement and completion required of each Subcontractor, ordering and delivery of products, including those that must be ordered well in advance of construction.

C. Relationships of Trust and Confidence. The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Implementation Manager to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Implementation Manager and Project Manager to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Implementation Manager's interests. The Implementation Manager agrees to furnish or approve in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

VIII. DISPUTE RESOLUTION

Any claim or dispute related to contract performance, additional costs, additional time or for consequential damages (the 'Claims') shall be referred to the Implementation Manager for an initial decision. An initial decision shall be required as a condition precedent for the mediation of any claim arising prior to the date final payment is due unless the Implementation Manager does not provide a decision concerning the claim within thirty (30) days of submission of the claim.

In the event a Claim is not resolved between the parties in conjunction with the decision of the Implementation Manager, such Claim shall be subject to mediation as a condition precedent to the filing of a civil action by either party. Following

the decision of the Implementation Manager, either party may within thirty (30) days of that decision demand in writing that the other party file for mediation within sixty (60) days of the Implementation Manager's decision. If such demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate with respect to the Claim.

In the event the Claim does proceed to mediation the parties will mutually select a mediator with offices based in Fulton County, Georgia. The parties shall share the mediator's fee equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

IX. TERMINATION OF THE CONTRACT

The Implementation Manager may terminate this Agreement if the Contractor: a) repeatedly refuses or fails to supply sufficient proper materials or properly skilled workers; b) fails to make payment to subcontractors or suppliers in accordance with the terms of any contracts between the Contractor and said subcontractors or suppliers; c) repeatedly disregards applicable laws, statutes, ordinances, rules and regulations or lawful orders of a public authority; or d) is in substantial breach of a provision of the Contract Documents.

When any of the reasons stated exist, the Implementation Manager may, without prejudice to any other rights or remedies of Midtown Alliance, the Midtown Improvement District, and the City of Atlanta, and after giving the Contractor and the Contractor's surety written notice with opportunity to cure the underlying conditions upon which the termination notice is based within seven (7) days of the date of said notice or to undertake substantial efforts satisfactory to Midtown Alliance to cure said conditions within the seven (7) day period, terminate the Contractor and may, subject to any prior rights of the surety: a) exclude the Contractor from the construction site and take possession of all materials; and b) finish the Work by whatever reasonable method the Implementation Manager may deem expedient. Upon written notice by the Contractor, the Implementation Manager shall furnish the Contractor a detailed accounting of the costs incurred in order to finish the Work.

Upon termination of the Contractor for one of the reasons stated herein, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, inclusive of any compensation for the reasonable and necessary Engineer's services and expenses resulting from the termination, and any other damages incurred by the Implementation Manager and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance the Contractor shall pay the difference to the Implementation Manager.

X. DOCUMENT CONFLICTS

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. This Contract for Construction Services and any written Amendments.
2. Addenda, with those of later date having preference over those of earlier date.
3. The Additional Special Conditions and Technical Specifications.
4. The Supplemental Conditions.
5. The General Conditions.
6. The Plans and Specifications. (In the case of an inconsistency between Plans and Specifications or within either Document not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Engineer's interpretation.)
7. Referenced Documents.

XI. RIGHT, TITLE, OR INTEREST

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of Midtown Alliance in writing.

XII. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this _____ day of _____, 20_____.

SIGNATURE PAGES TO FOLLOW.

DRAFT

SIGNATURE PAGE TO
CONTRACT FOR CONSTRUCTION SERVICES

MIDTOWN ALLIANCE

Signature: _____

Name (Typed or Printed): _____

Title: _____

ATTEST:

Signature: _____

Name (Typed or Printed): _____

Title: _____

SIGNATURE PAGE TO
CONTRACT FOR CONSTRUCTION SERVICES

CONTRACTOR

Signature: _____

Name (Typed or Printed): _____

Title: _____

ATTEST:

Signature: _____

Name (Typed or Printed): _____

Title: _____

FULTON COUNTY, GEORGIA CERTIFICATE OF CORPORATE AUTHORITY

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

This _____ day of _____, 20_____.

Secretary (Corporate Seal)

Revised: December 7, 2009
Revised: October 21, 2013
Revised: November 3, 2014

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
CRITERIA FOR ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

DBE DIRECTORY: The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.

(4) (a) Negotiating in good faith with interested DBEs.

Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.

- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

(B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

DEFINITION: For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.
 - (i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women- owned

DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

DISCRIMINATION PROHIBITED: No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

“The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate”.

Failure to Achieve Requirements: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.

- (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
 - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.
- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
 - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

- (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
- (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not

on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.
5. The actual payment to date of each DBE participating in the contract.
6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

SUBSTITUTION OF DBEs: The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

CERTIFICATION OF DBEs: To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification/Criteria should be directed to the EEO Office at (404) 631-1972.

**GEORGIA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION**

EFFECTIVE FEBRUARY 5, 2016

The Cargo Preference Act (CPA) establishes certain requirements for the use of privately owned United States-flag commercial vessels in transporting equipment, materials, and commodities by ocean vessel. Contractors are required to comply with the CPA requirements and 46 CFR 381 and are required to insert the substance of these provisions into any subcontracts issued pursuant to this contract.

Cargo Preference Act Requirements

All Federal-aid projects shall comply with 46 CFR 381.7 (a)–(b) as follows:

(a) *Agreement Clauses*. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses*. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the Gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

The CPA requirements would be appropriate for oceanic shipments of materials or equipment that is intended for use on a specific Federal-aid project, such as a precast concrete structural members, fabricated structural steel, tunnel boring machines, or large-capacity cranes.

The CPA requirements are not applicable for goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project.

A test for whether CPA requirements apply or do not apply to shipped goods or materials would be if the goods or materials are what one would consider to be common inventory supplies for highway construction contractor, then CPA would **not apply**. If the materials or goods are considered to be supplies one would consider to be not common supplies of a highway construction contractor then CPA would **apply**.

"General Decision Number: GA20210247 01/01/2021

Superseded General Decision Number: GA20200247

State: Georgia

Construction Type: Highway

County: Fulton County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/01/2021

SUGA2014-081 10/03/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.74	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33	0.00
FENCE ERECTOR.....	\$ 16.54	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 13.25	2.69
INSTALLER - GUARDRAIL.....	\$ 14.95	0.00
INSTALLER - SIGN.....	\$ 13.03	0.00

IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.32	0.00
LABORER: Pipelayer.....	\$ 12.34	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.87	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 11.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.52	2.70
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.83	1.38
OPERATOR: Bulldozer.....	\$ 15.68	1.25
OPERATOR: Compactor.....	\$ 14.64	0.00
OPERATOR: Concrete Saw.....	\$ 18.94	0.00
OPERATOR: Crane.....	\$ 21.08	0.00
OPERATOR: Distributor.....	\$ 16.69	1.01
OPERATOR: Grader/Blade.....	\$ 18.48	0.00
OPERATOR: Hydroseeder.....	\$ 15.20	0.00
OPERATOR: Loader.....	\$ 13.64	0.94
OPERATOR: Mechanic.....	\$ 19.01	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 13.43	1.24
OPERATOR: Milling Machine.....	\$ 17.02	2.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.03	0.00
OPERATOR: Piledriver.....	\$ 16.70	0.00
OPERATOR: Roller.....	\$ 13.32	0.84
OPERATOR: Scraper.....	\$ 12.64	0.00
OPERATOR: Screed.....	\$ 15.18	1.66

OPERATOR: Shuttle Buggy.....	\$ 14.06	1.98
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.95	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.66	0.00
TRAFFIC SIGNALIZATION: Laborer.....	\$ 14.00	1.08
TRAFFIC SIGNALIZATION: Electrician.....	\$ 24.72	5.26
TRUCK DRIVER: Dump Truck.....	\$ 16.41	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.23	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;

(3) Are not 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 in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPECIAL PROVISION

Required Contract Provisions Federal-Aid Construction Contracts

1. *Subsection I.4 Selection of Labor; Delete the last sentence in the paragraph.*
2. *Subsections IV Davis Bacon and Related Act Provisions; Delete the first paragraph in its entirety and substitute the following:*

“This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts. The requirements apply to all projects located within the right-of-way of a roadway.”

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensue that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

APPENDIX A
NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR
FEDERAL-AID CONTRACTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

First Use 2013 Specifications: November 1, 2013

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

CONVICT PRODUCED MATERIALS

First Use 2013 Specifications: November 1, 2013

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

LocalGovt – BUY AMERICA and BABA Language for Agreements 2022-12-21

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel, iron and manufactured products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled “Buy America Certificate of Compliance” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron, or a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 4 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and

cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 4 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this project (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the project or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled "Build America, Buy America Certificate of Compliance for Construction Materials" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

Original 12/22/2022



**BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS**

Date _____, 20_____

We, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

P.I. No. XXXXXXXX- DESCRIPTION
XXXXXXXXXX COUNTY

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public/Justice of the Peace

My Commission Expires: _____

FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

GOALS FOR FEMALE PARTICIPATION

APPENDIX A
(43 FR 19473)

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

Goals and timetables

Timetable	Goals (percent)
4-1-78 to 3-31-79	3.1
4-1-79 to 3-31-80	5.0
4-1-80 Until Further Notice	6.9

GOALS FOR
MINORITY PARTICIPATION

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES

State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC	27.2
GA Columbia; GA Richmond, SC Aiken;	
Non-SMSA Counties	
GA Burke; GA Emanuel; GA Glascock; GA Jefferson;	
GA Jenkins; GA Lincoln; GA McDuffie, GA Talferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA	21.2
GA Butts; GA Cherokee; GA Clayton; GA	
Cobb; GA DeKalb; GA Douglas; GA Fayette, GA	
Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA	
Newton; GA Paulding; GA Rockdale; GA Walton	
Non-SMSA Counties	
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke;	
GA Coweta; GA Dawson; GA Elbert; GA Fannin;	
GA Floyd; GA Franklin; GA Gilmer; GA Gordon;	
GA Greene; GA Habersham; GA Hall; GA	
Haralson; GA Hart; GA Heard; GA Jackson; GA	
Jasper; GA Lamar; GA Lampkin; GA Madison;	
GA Morgan; GA Oconee, GA Oglethorpe; GA	
Pickins, GA Pike; GA Polk; GA Rabun; GA	
Spalding; GA Stephens; GA Towns; GA; Union; GA Upson	
White	
037 Columbus, GA:	
SMSA Counties:	
1800 Columbus, GA – AL	29.6
Al Russell; GA Chattahoochee; GA Columbus	

Non-SMSA Counties	31.6
Al Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster	
038 Macon, GA:	
SMSA Counties:	
4680 Macon, GA	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs	
Non-SMSA Counties	31.7
GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putman; GA Taylor; GA Telfair; GA Treutlan; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson	
039 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties	29.8
GA Appling; GA Atkinson; GA Bacon, GA Bulloch; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattnall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper	
040 Albany, GA:	
SMSA Counties:	
0120 Albany, GA	32.1
GA Dougherty; GA Lee	
Non-SMSA Counties	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier; GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole; GA Terrell; GA Thomas; GA Tift; GA Turner; GA Worth	
Florida:	
041 Jacksonville FL:	
Non-SMSA Counties.....	22.2
GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware	

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

First Use Date: January 1, 2007
Revised: March 26, 2008
March 5, 2009
September 30, 2009
August 6, 2012

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Utility Conflicts

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

Conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. Refer to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

Coordinate The Work with any work to be performed by others in any right of way 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.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is available for reference.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal, relocation, or adjustment and the utility owner is required to begin work within the time specified in the utility's work plan or revised work plan.

Upon request, copies of all approved Work Plans submitted by utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office. Utility Adjustment Schedules, when submitted to the Department by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration. The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts

within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain Department approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the Department, or the Contractor, for damages or delay costs.

In accordance with Subsection 105.06 of the Specifications, the Department 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.

In any case in which the Contractor believes that it will be entitled to damages or delay costs from the Utility Owner in accordance with O.C.G.A. 32-6-171, the Contractor shall provide written notice to the Utility Owner and the Department within ten (10) days from the time of the dispute or potential dispute is identified. The Contractor shall follow the Procedures for Utility Damages or Delay Costs outlined in the latest edition of The Utility Accommodation Policy and Standards Manual. Failure to follow the above will result in waiver of the Contractor's claim against the Utility Owner for damages or delay costs.

In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the Department in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

CONTRACT PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENT, that we, _____ the Principal and _____ Surety hereto, as named above, are held and firmly bound to Midtown Alliance and the City of Atlanta as obligees for the use of said obligees and all persons doing work or furnishing skill, tools, machinery, supplies or material under or for the purpose of the contract hereinafter referred to, in the full and just sum of _____ Dollars (\$ _____) lawful money of the United State of America, to be paid to said Midtown Alliance and the City of Atlanta as obligee, its successors, and assigns to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a Contract or Contracts with the said Owner, bearing date of _____, 20____, for furnishing material, labor and equipment to construct the Project.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract or any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Contract, this obligation shall be void, otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Contract or the Work or to the Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Sections 13-10-1, 36-10-4 and 36-82-101 to 103 to the official code of Georgia, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto. The life of this Bond extends through the life of the contract and until one year after the final acceptance of the Work by the Owner.

IN WITNESS WHEREOF, the Principal and the Surety have caused these present to be duly signed and sealed in quadruplicate this _____ day of _____, 2020.

CORPORATE NAME: _____
PRESIDENT / VICE PRESIDENT: _____

Attested to By:
SECRETARY/ASSISTANT SECRETARY: _____ [SEAL]

Corporate Surety: By: _____

ATTORNEY-IN-FACT (Signature) _____

ATTORNEY-IN-FACT (Typed) _____

INSTRUCTIONS

1. This form is required for use in connection with the Contract identified on its face. There shall be no deviation from this form without approval by the Implementation Manager.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as "Surety" must be among those appearing on the US Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth herein.
4. Do not date this bond. The Implementation Manager will date this bond the same date or later than the date of the contract.
5. The Surety shall attach a duly authorized power of attorney authorizing signature on its behalf of an attorney-in-fact.
6. Corporations executing the bond shall affix their corporate seal. Individuals shall execute the bond opposite the word "Seal".
7. The name of each person signing this bond should be typed in the space provided.

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENT, that we, _____ the Principal and _____ Surety hereto, as named above, are held and firmly bound to Midtown Alliance and the City of Atlanta _____, in the full sum of Dollars (\$ _____)

For the use and protection of said Midtown Alliance and the City of Atlanta as obligee, and all subcontractors and all persons supplying labor, materials, and machinery and equipment for the performance and the Work provided for in the contract hereinafter referred to, for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above bound Principal has entered into a contract or contracts with Midtown Alliance and the City of Atlanta dated _____, 20__ for furnishing material, labor, and equipment to construct Intersection Improvements.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall make payment promptly to all subcontractors and all persons supplying labor, materials, machinery, and equipment for the performance of said Work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Contract or the Work or to the Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Sections 13-10-1, 36-10-4 and 36-82-101 to 103 of the Official Code of Georgia, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these present to be duly signed and sealed this _____ day of _____, 2020.

CORPORATE NAME: _____
PRESIDENT/VICE PRESIDENT: _____

Attested to By:
SECRETARY/ASSISTANT SECRETARY: _____ [SEAL]

Corporate Surety: _____

BY:
ATTORNEY-IN-FACT
(Signature): _____
ATTORNEY-IN-FACT (Typed): _____

INSTRUCTIONS

1. This form is required for use in connection with the Contract identified on its face. There shall be no deviation from this form without approval by the Implementation Manager.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g. an attorney-in- fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as "Surety" must be among those appearing on the US Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth herein.
4. Do not date this bond. The Implementation Manager will date this bond the same date or later than the date of the contract.
5. The Surety shall attach a duly authorized power of attorney authorizing signature on its behalf of an attorney-in-fact.
6. Corporations executing the bond shall affix their corporate seal. Individuals shall execute the bond opposite the word "Seal".
7. The name of each person signing this bond should be typed in the space provided.

INDEX TO GENERAL CONDITIONS

Section	Title	Page
01	Contract and Contract Documents	3
02	Additional Instructions and Detail Drawings	4
03	Definitions of Terms	4
04	Applicable Requirements	8
05	Examination of Work by Contractor	8
06	Adequacy of Design	9
07	Notice and Service Thereof	10
08	Liens	10
09	Specifications	10
10	Drawings and Specifications	11
11	Present Documents Govern	12
12	Contractor's Shop Drawings	12
13	Instructions, Changes, Etc.	13
14	Materials, Services, and Facilities	13
15	Requests for Substitutions	14
16	Right of Entry	14
17	Inspection and Testing of Materials	14
18	Inspection of Work	14
19	Authority of the Engineer	15
20	Rejections of Work and Materials	15

Section	Title	Page
21	Weather Conditions	16
22	Royalties and Patents	16
23	Contractor's Personnel	16
24	Lines, Grades, and Measurements	16
25	Permits and Inspection Fees	17
26	Laws and Regulations	17
27	Contractor's Obligations	17
28	Assignments	17
29	Contractor's Hold Harmless Agreement	17
30	Land and Rights-of-Way	18
31	Protection of Work, Property, and Persons	18
32	Prior Use by City	19
33	Cleaning Up	19
34	Changes in the Work	19
35	Time for Completion and Liquidated Damages	20
36	Payments to Contractor	21
37	Schedules, Reports, and Records	21
38	Implementation Manager's Right to Suspend or Terminate Work	22
39	Acceptance of Work and Final Payment	23
40	Venue	23

01**CONTRACT AND CONTRACT DOCUMENTS**

The General Conditions, Supplemental General Conditions and Special Conditions, General Specifications, Technical Provisions, Drawings, Changes, and all other parts of the Contract Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Contract are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

Execution of the Contract by Contractor is a representation that Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Contract Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

If and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Contract Documents (a "discrepancy"), Contractor shall immediately notify the Implementation Manager in writing and seek clarification from the Implementation Manager (within 24 hours of discovery). In the event that the Implementation Manager fails to clarify such discrepancy within a reasonable time under the circumstances, Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

- .01 Written modifications (including without limitation Change Orders and Change Directives) issued after execution of the Contract;
- .02 Addenda issued in writing prior to the execution of the Contract;
- .03 the Contract;
- .04 the Special Conditions;
- .05 the Supplemental General Conditions;
- .06 the General Conditions;
- .07 the Technical Special Provision Specifications;
- .08 the Georgia Department of Transportation Supplemental Specifications;
- .09 the Georgia Department of Transportation Standard Specifications;
- .10 the Plans and Drawings;
- .11 the City of Atlanta Standards and Specifications;

.12 the Georgia Department of Transportation Construction Standards and Details;

.13 the Atlanta Department of Watershed Maintenance Water Specifications and Sewer Specifications.

If the application of the foregoing procedure fails to resolve the discrepancy, then unless Contractor sought and obtained the clarification of the discrepancy prior to entering into this Contract, then the discrepancy shall be resolved by construing the provision in favor of the Implementation Manager and in such a manner as will further the Implementation Manager's best interests and which may impose the more expensive or greater obligation upon Contractor. When Contractor fails to provide this notice and seek clarification, Contractor assumes full responsibility to correct or adjust work performed pursuant to Contract Documents known, or which should have been known, to contain such a discrepancy.

02

ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Engineer may issue additional instructions and Drawings supplemental to those listed in the Special Conditions and Drawing Index showing additional details required for the performance of the Work and may issue revised Drawings pursuant to Change Orders or Change Directives, or for correction of errors in the Drawings. The additional instructions and Drawings thus supplied will become a part of the Contract Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

03

DEFINITIONS OF TERMS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

"Acceptance" shall mean the formal written acceptance by the Implementation Manager and City of the fully and finally completed Work.

"Addenda" shall mean written or graphic instruments issued prior to the execution of the agreement which modify or interpret the Contract Documents by additions, deletions, clarifications, or corrections.

"Agreement" shall mean the Contract – the written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Contract Documents, executed on behalf of the Implementation Manager and the Contractor, also called Implementation Manager-Contractor Agreement.

"Amendment" shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by Implementation Manager.

"Application for Payment" shall mean the form approved by the Implementation Manager and City that is to be used by Contractor in requesting progress payments or final payment, together with such supporting documentation as is required in the Agreement Documents. The Application for Payment may also be called Payment Application or Progress Payment.

"Approved, Directed, Ordered, or their Derivatives" shall mean approved, as directed, or ordered by the Implementation Manger or the City, unless otherwise clearly indicated.

"Bid" shall mean the offer or Proposal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

"Bidder" shall mean any person, firm, or corporation submitting a Bid for the Work.

"Bonds" shall mean Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents. Bond means a written instrument of surety approved by the City with a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title One of the United States Code as security to the City and its Implementation Manager, on behalf of a Bidder or the Contractor, to guaranty faithful performance of acts, duties or obligations under the Contract Documents and includes the following:

- Bid Bond means the security instrument furnished with a Bid to guaranty that, if the Bidder is awarded the Contract, the Bidder will execute the Agreement within the time specified in the Bidding Documents.
- Maintenance Bond, if required on the Project, means the security instrument furnished by the Contractor and its surety on the approved form as a guaranty, in addition to other warranties and guaranties, to remedy any defects in the Work of the Contractor which may develop during the warranty period after Completion of the Contract.
- Payment Bond means the security instrument furnished by the Contractor and its surety on the Payment Bond Form as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the Work.
- Performance Bond means the security instrument furnished by the Contractor and its surety on the Performance Bond Form as a guaranty that the Contractor will complete the Work in accordance with the terms of the Contract.

"Change" shall mean any change in the Work authorized by the Engineer, including Field Changes, Work Authorizations or Change Orders.

"Change Directive" shall mean a written order prepared by the Owner and signed by the Owner directing a Change in the Work prior to or absent an agreement or adjustment, if any, in the Agreement Price or Agreement Time, or both.

"Change Order" shall mean a written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time, as approved by Implementation Manager.

"City" shall mean the City of Atlanta, Georgia and shall include all agencies, establishments or officials of the government of the City. The City may also be referred to from time to time as the "Owner."

"Construction Easement" or "Temporary Easement" shall mean any space or area dedicated to the City or other entity for the purpose of utilities or location of utilities for a specific period of time.

"Contract Documents" shall consist of Advertisement for Bids, Proposal, Bid Bond, Certificate of

Corporate Bidder, Oath of Successful Bidder, Contract, Contract Performance Bond, Payment Bond, Instructions to Bidders, General Requirements, General Conditions, Supplementary Conditions, Technical Specifications, Certificates of Insurance, and Drawings. The intent of these documents is to include all materials, appliances, tools, labor and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefor. The Contract Documents shall be considered as one, and whatever is called for by any one of them shall be as binding as if called for by all.

“Contractor” or “General Contractor” shall mean the individual, firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the Implementation Manager to undertake the execution of the Work as an independent contractor under the terms of the Contract and acting through his or its agents or employees. This excludes Subcontractors/Subconsultants.

“Contract Price” shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

“Contract Time” shall mean the number of calendar days stated in the Contract Documents for the completion of the Work, or the achievement of a specific interim milestone, as the context may require.

“Day” shall mean a calendar day of twenty-four (24) hours lasting from midnight one day to midnight the next day.

“Drawings” shall mean the part of the Contract Documents which show largely through graphical presentation the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

“Engineer” shall mean an individual, partnership, or corporation performing professional Engineering services for the Implementation Manager as an independent contractor.

“Equipment” shall mean Equipment incorporated or to be incorporated in the Work.

“Field Order” or “Field Change” shall mean a written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

“Final Acceptance” shall mean the date as certified by the Engineer when the project is complete, all Work is complete, and all requirements in accordance with the contract documents are complete.

“GDOT” shall refer to the Georgia Department of Transportation.

“Implementation Manager” shall mean the legally authorized representative of the City, a private contractor, or other concerned agency performing Work under a direct Agreement with the City. For this project the Implementation Manager shall refer to Midtown Business Association, Inc., d/b/a “Midtown Alliance.”

“Inspector” shall mean the authorized representative of the Implementation Manager, the City or GDOT assigned to make detailed inspection of any or all portions of the Work or materials thereof.

“Materials” shall mean Materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

"Notice of Award" shall mean the written notice of the acceptance of the Bid from Implementation Manager to the successful Bidder as evidenced by return receipts of registered or certified letters.

"Notice to Proceed" ("NTP") shall mean written communication issued by the Implementation Manager to the Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Contract Time on which the Contractor shall start to perform its obligations in accordance with the Contract Documents.

"Owner" shall mean City of Atlanta, Georgia.

"Permanent Easement" shall mean any space or area dedicated to the City or other entity for the purpose of constructing and/or maintain existing or future utilities.

"Project" is identified in the Implementation Manager-Contractor Agreement and is the total construction of which the Work performed under the Contract Documents is a part.

"Public Space" or "Public Right-of-Way" shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

"Punch List" shall mean the lists prepared by the Implementation Manager prior to Final Completion indicating items of Work not in accordance with the requirements of the Contract Documents and which must be performed, corrected and accomplished prior to acceptance of the Work.

"Samples" shall mean physical examples furnished by Contractor, which illustrate materials, equipment or workmanship. Approved samples in conformance with the Contract Documents established the standards of the Work.

"Shall" is mandatory; "may" is permissive.

"Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

"Site" shall mean the areas required for the performance of the Work.

"Special Conditions" shall mean a part of the Contract Documents consisting of supplements or modifications to the General Conditions and Supplementary Conditions.

"Specifications" or "Technical Specifications" shall mean a part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship specified for this Project.

"State" shall mean the State of Georgia.

"Subcontractor" shall mean an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

"Substantial Completion" shall mean that date determined by the Implementation Manager when the construction of the Project or an expressly stipulated part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or stipulated part can be fully utilized

for the purposes for which it is intended. The date of Substantial Completion shall constitute the contract time for purposes of liquidated damages.

“Supplementary Conditions” shall mean a part of the Contract Documents consisting of modifications to the General Conditions.

“Superintendent” shall mean the Contractor’s authorized on-job representative designated in writing by the Contractor prior to commencement of any work.

“Suppliers” shall mean any person, supplier, or organization who furnishes materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

“Utility” shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

“Work” of the Contractor or Subcontractor shall include all labor, material, equipment, transportation, skill, tools, machinery and other equipment, and things useful or necessary in order to complete the Contract.

“Working Days” shall generally mean Monday, Tuesday, Wednesday, Thursday, and Friday; however, on some projects, Saturday and/or Sunday may be considered working days, if specified as working days by the Implementation Manager. Holidays are not considered Working Days.

04**APPLICABLE REQUIREMENTS**

The work shall comply with the Contract Documents and with all applicable codes, laws, and regulations of the City, State, or Federal agencies which may have cognizance of any part of the Work. In the event of any conflict between the terms of this Contract and such codes, laws, and regulations, the codes, laws, and/or regulations shall prevail. If the Contractor performs any work knowing it to be contrary to such codes, laws, or regulations, and without such notice to Implementation Manager, he shall assume full responsibility therefore and shall bear any and all costs necessary to correct the Work. All codes, Specifications, regulations, laws, ordinances, and standards referred to in the Contract Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to Bid for this Contract, and as may be updated or amended to be applicable to the Project.

05**EXAMINATION OF WORK BY CONTRACTOR**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work or the cost thereof under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Implementation Manager or the Engineer, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

06**ADEQUACY OF DESIGN**

Before placing its Bid to the Implementation Manager, and continuously after the execution of the Agreement, Contractor shall carefully study and compare the Contract Documents and shall at once report any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work. By submitting its Bid for the Contract and the Work under it, Contractor agrees that the Contract Documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the Contract Documents, appear accurate, consistent, and complete. Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Contract Documents which were reasonably discoverable by a review of the Contract Documents and correlation thereof with the actual conditions at the Project Site. No observation of the Implementation Manager, Engineer or City, and no inspections, tests or approval shall relieve Contractor from its obligation to perform the Work in strict conformity with the Contract Documents.

Contractor has determined, by its own investigation and research, all the conditions affecting the work to be done and materials to be furnished and does not rely upon any representation by the Implementation Manager in connection therewith.

The Implementation Manager or City, its agents and employees make no representation or warranty of any nature whatsoever to Contractor concerning the Contract Documents. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and will not rely upon any representations or warranties by the Implementation Manager and City concerning such documents as no such representations or warranties have been or are hereby made.

Prior to execution of the Contract, Contractor has evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. With the exception of any differing site conditions clause, if any, that may be included in the Contract Documents, the Implementation Manager and City assumes no responsibility or liability for the physical condition of the Project Site, or any improvements located on the Project Site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

Contractor acknowledges and agrees that its obligation to construct the Work in accordance with the Contract Documents is not in any way altered or affected by the observations or inspections of the City, Implementation Manager, or the Engineer. Further, Contractor acknowledges and agrees that any warranty periods included herein merely set forth the time period during which Contractor is contractually required to specifically perform corrective work and that these warranty periods are not and shall not be construed to be exclusive remedies of the Implementation Manager and City. Instead, Contractor acknowledges and agrees that it shall be liable to the Implementation Manager and City for the cost of correcting Work not performed in accordance with the Contract Documents for the full period of the applicable statute of limitations.

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications but if such error or omission does occur, the Engineer shall have the authority to make corrections and interpretations deemed necessary to fulfill the intent of the plans and specifications; nor shall such corrections

or interpretations, if any, be construed as a waiver of any Contract provision.

07**NOTICE AND SERVICE THEREOF**

Any notice to Contractor from Implementation Manager or the Engineer relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work site.

08**LIENS**

Contractor acknowledges that neither it nor any of its Subcontractors or Suppliers have lien rights on public property. Contractor will furnish the Implementation Manager and City with evidence, satisfactory to the Implementation Manager and City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid before it shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished, an amount necessary to meet the lawful claims of the persons aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged, and it is understood and agreed that the Implementation Manager and City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor out of the Implementation Manager or City's own funds.

If, in their discretion, the Implementation Manager and City wishes to make joint payment to Contractor and any of its Subcontractors or Suppliers, Contractor agrees that the Implementation Manager and City may do so, and Contractor agrees to cooperate with the Implementation Manager and City in identifying the amounts due Subcontractors and Suppliers to facilitate the making of said joint payment.

09**SPECIFICATIONS**

- .01 The Specifications, the Drawings accompanying them, and the other Contract Documents shall be supplementary to each other, and any material, workmanship, and/or service which may be in one, but not called for in the others, shall be as binding as if indicated, called for, or implied by all.
- .02 The General Contractor will be held responsible to furnish all labor and materials necessary to complete the Work as indicated by the Drawings and Specifications.
- .03 Unless otherwise stipulated, the General Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the Work. He shall be responsible for entire Work and every part thereof.
- .04 Each section or type of work is described separately in the Technical Specifications; however, should any item of material, equipment, work, or combinations of such be required in one section, and not be described in that section and a similar item described in another section, that description shall apply regardless of the section under which it is described.
- .05 Upon award of the Contract, upon request the Contractor will be supplied, free of charge, up to

three complete sets of the Contract Drawings and Specifications. Any prints and Specifications in excess of these shall be furnished at cost at the Contractor's expense.

10**DRAWINGS AND SPECIFICATIONS**

- .01 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the City.
- .02 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.
- .03 If existing utilities or structures are indicated by the Contract Documents, no warranty is made as to the accuracy or completeness of such indication.
- .04 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
- .05 The Engineer may (without changing the scope of the Work) furnish the Contractor additional instructions and detail drawings, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
- .06 Abridging: Attention is directed to the fact that the detailed Specifications and separate sections may be written in short or abridged form. In regard to every section of the Specifications and all parts thereof, mention therein, or indications on the Drawings of articles, materials, operations, or methods requires that the Contractor:
 - A. Provide each item mentioned and indicated, of quality or subject to qualifications noted.
 - B. Perform according to conditions stated, each operation prescribed.
 - C. Provide therefore all necessary labor, equipment, and incidentals.
- .07 Wording: Whenever in these Specifications or on the Drawings the words "directed," "required," "permitted," "ordered," or words of like import are used, it shall be understood that the direction, requirement, permission, or order of Implementation Manager is intended, and similar words, "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, acceptable to, or satisfactory to Implementation Manager.
- .08 Specification Sections: For convenience of reference and to facilitate the letting of contracts and subcontracts, these Specifications are separated into titled sections. Such separation shall not, however, operate to make Implementation Manager an arbiter to establish limits to the contracts between the Contractor and Subcontractors, nor shall such separation be interpreted as

superseding normal union jurisdictions.

- .09 Language: Notwithstanding the appearance of such language in the various sections of the Specifications as, "The Paving Contractor," "The Grading Contractor," etc., the Contractor is responsible to Implementation Manager for the entire Contract and the execution of all work referred to in the Contract Documents.

11**PRESENT DOCUMENTS GOVERN**

The Contractor shall in no case claim a waiver of any specification requirements on the basis of previous approval of material or workmanship on other jobs of like nature or on the basis of what might be considered "standard" for material or workmanship in any particular location. The Contract Documents for this job shall govern the Work.

12**CONTRACTOR'S SHOP DRAWINGS**

- .01 The approved Drawings will be supplemented by such Shop Drawings as are needed to adequately control the Work. It is mutually agreed that all authorized alterations affecting the requirements and information given on the approved Drawings shall be in writing.
- .02 Shop Drawings to be furnished by the Contractor for any structure shall consist of such detailed drawings as may be required for the prosecution of the Work.
- .03 Shop Drawings must be approved by the Engineer before the work in question is performed. Drawings for false work, centering, and form work may also be required, and in such cases shall be likewise subjected to approval unless approval be waived. It is expressly understood, however, that approval of the Contractor's Shop Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his Shop Drawings with the approved Drawings and Specifications.
- .04 It is the responsibility of the Contractor to check all Shop Drawings before they are submitted to the Engineer for approval. Shop Drawings which have not been checked and approved by the Contractor will not be approved.
- .05 Shop Drawings shall be submitted only by the Contractor who shall indicate by a signed stamp on the drawings that he has checked the Shop Drawings and that the work shown on them is in accordance with Contract requirements and has been checked for dimensions and relationship with work of all other trades involved. Under no conditions shall Shop Drawings be accepted from anyone other than the Contractor.
- .06 The Contractor shall furnish the Engineer with at least six (6) copies of all Shop Drawings for approval. Two finally approved copies will be returned to the Contractor for his use.
- .07 The Contract Price shall include the cost of furnishing all Shop Drawings and the Contractor will be allowed no extra compensation for such drawings.
- .08 The approval of such Shop Drawings shall not relieve the Contractor from responsibility for deviations from Drawings or the Specifications unless he has in writing called attention to such

deviations, and the Engineer has approved the changes or deviations in writing at the time of submission, nor shall it relieve him from the responsibility for errors of any kind in Shop Drawings. When the Contractor does call such deviations to the attention of the Engineer, he shall state in his letter whether or not such deviations involve any extra cost. If this is not mentioned, it will be assumed that no extra cost is involved for making the change.

13**INSTRUCTIONS, CHANGES, ETC.**

- .01 All changes, alterations, or instructions in regard to any feature of the Work that differ from the Drawings and Specifications must be approved in writing by Change Order in all cases, and no verbal orders will be regarded as a basis for claims for extra work.
- .02 If the Contractor claims that any instruction by Drawings or otherwise involves extra cost or an extension of time, he shall notify the Engineer in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Work. Thereafter, the procedure shall be the same as that described for changes in the Work. No such claim shall be valid unless made in accordance with the terms of this section.
- .03 No claims for extra cost will be considered based on an escalation of material prices throughout the period of the Contract.
- .04 No extra work is to be performed or any changes made that involves any extra cost or extension of time unless approved by the Engineer and authorized by Change Order.

14**MATERIALS, SERVICES, AND FACILITIES**

- .01 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment may result in default of the Contract. The labor and equipment to be used in the Work by the Contractor shall be sufficient to meet the requirements of the Work and shall be such as to produce a satisfactory quality of work, in accordance with accepted industry practices within the time specified in the Contract.
- .02 Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product which has in any way become unfit for the intended purpose shall be incorporated into the Work.
- .03 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer.
- .04 Materials, supplies, and equipment to be incorporated into the Work shall be new and unused unless otherwise specifically stated in the Contract Documents. The source of supply for all such products shall be submitted to the Engineer, together with detailed descriptions thereof in the form of samples, Shop Drawings, tests, or other means necessary to adequately describe the items proposed. If, after trial, it is found that sources of supply, even though previously approved by the Engineer, have not furnished products meeting the intent of the Contract Documents, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed Work incorporating products which do not meet Contract requirements.

15**REQUESTS FOR SUBSTITUTIONS**

Requests for substitutions of proprietary products or of a particular manufacturer or vendor must be accompanied by documentary proof of equality, and difference in price and deliveries, if any, in form of certified quotations from Suppliers of both specified and proposed equipment. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Engineer. The opinion of the Engineer shall be final and no substitute material or article shall be purchased or installed without such written approval.

In case of a difference in price, Implementation Manager shall receive all benefits of the difference in cost involved in any substitution, when lower, and the Contract altered by Change Order to credit Implementation Manager with any savings to be obtained. However, Implementation Manager shall not be charged for any additional cost in case of a price difference.

16**RIGHT OF ENTRY**

The Implementation Manager and City reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the Implementation Manager and City may desire. Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, Contractor will incorporate work activities of other Implementation Manager and City contractors directly into the schedule such that no phase of the Project(s) is delayed or impacted. The City maintains ultimate control of the City right of way and reserves the right to stop work for any reason deemed appropriate by the ATLDOT commissioner.

17**INSPECTION AND TESTING OF MATERIALS**

Unless otherwise specifically provided for, the inspection and testing of materials and finished articles to be incorporated in the Work at the site shall be made by bureaus, laboratories, or agencies approved by the Engineer. The cost of such inspection and testing shall be paid by Implementation Manager. The Contractor shall furnish evidence satisfactory to the Engineer that the material and finished articles have passed the required tests prior to the incorporation of such materials and finished articles in the Work.

18**INSPECTION OF WORK**

- .01 The Contractor shall, at all times, permit and facilitate inspection of the Work by authorized representatives of the Engineer and public authorities having jurisdiction in connection with the Work of this Contract. The presence or observations of the Engineer or its representative at the site of the Work shall not be construed to, in any manner, relieve the Contractor of this responsibility for strict compliance with the provisions of the Contract Documents.
- .02 If the specifications, laws, ordinances, or a public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for observation or inspection. If the inspection is by another authority, then the Engineer shall be advised of the date fixed for such inspection. Required certificates of inspection shall be secured by the Contractor. Contractor having secured all certificates of inspection will deliver same to the Engineer upon completion. If any work should be covered up without approval or

consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

- .03 Should any disagreement or difference arise as to the estimate, quantities, or classifications or as to the meaning of the Drawings or Specifications, or any point concerning the character, acceptability, and nature of the several kinds of work, any materials and construction thereof, the decisions of the Engineer shall be final and conclusive and binding upon all parties to the Contract.

19**AUTHORITY OF THE ENGINEER**

- .01 The Contractor shall perform all of the Work herein specified under the general direction, and to the entire satisfaction, approval, and acceptance of the Engineer. The Engineer shall decide all questions relating to measurements of quantities, the character of the Work performed, and as to whether the rate of progress is such that the Work will be completed within the time limit of the Contract. All questions as to the meaning of these Specifications will be decided by the Engineer.
- .02 The approval of the Engineer of any materials, plants, equipment, Drawings, or of any other items executed, or proposed by the Contractor, shall be construed only to constitute an approval of general design. Such approval shall not relieve the Contractor from the performance of the Work in accordance with the Contract Documents, or from any duty, obligations, performance guarantee, or other liability imposed upon him by the provisions of the Contract.

20**REJECTIONS OF WORK AND MATERIALS**

- .01 All materials and equipment furnished and all work done that is not in accordance with the Drawings or Specifications or that is defective will be rejected. All rejected materials, equipment, or work shall be removed immediately. If rejected materials, equipment, or work is not removed within forty-eight (48) hours from the date of letter of notification, the Engineer shall have the right and authority to stop the Contractor and his work immediately, and/or shall have the right to arrange for the removal of said rejected materials, equipment, or work at the cost and expense of the Contractor. All rejected materials, equipment, or work shall be replaced with other material, equipment, or work which conforms with the Drawings and Specifications at no additional cost to Implementation Manager.
- .02 Inspection of the Work shall not relieve the Contractor of any of his obligations to fulfill his Contract and defective work shall be made good regardless of whether such work, material, or equipment has been previously inspected by the Engineer and accepted or estimated for payment. The failure of the Engineer to condemn improper materials or workmanship shall not be considered as a waiver of any defect which may be discovered later, or for work actually defective.

21**WEATHER CONDITIONS**

The Contractor will be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

22**ROYALTIES AND PATENTS**

The Contractor shall hold and save Implementation Manager and the City and its officers, agents, servants, and employees, harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by Implementation Manager, unless otherwise specifically stipulated in the Contract Documents.

23**CONTRACTOR'S PERSONNEL**

- .01 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. An experienced Superintendent and necessary assistants competent to supervise the particular types of work involved shall be assigned to the Project by the Contractor, and shall be available at all times when work is in progress. The name of the Superintendent shall be submitted with qualifications of same prior to start of the Work and shall be approved by the Engineer prior to start of the Work. The Superintendent so named by the Contractor shall be employed by the Contractor and shall have served in a supervisory capacity on at least one Project of like description and size performed by the Contractor during the previous twelve months. Under no circumstances shall an employee of any Subcontractor serve as Project Superintendent. The Superintendent shall represent the Contractor, and all directions given to the Superintendent shall be as binding as if given to the Contractor.
- .02 Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ on the Work any unfit person or persons or anyone unskilled in the work assigned him.

24**LINES, GRADES, AND MEASUREMENTS**

- .01 Such stakes and markings as the Engineer may set for either its or the Contractor's guidance shall be preserved by the Contractor. Failure to protect such stakes or markings, or gross negligence on the Contractor's part resulting in loss of same, may result in the Contractor being charged for their replacement.
- .02 The Contractor must exercise proper care and caution to verify the grades and figures given him before proceeding with the Work, and shall be responsible for any damage or defective work caused by his failure of such care and caution. He shall promptly notify the Engineer of any errors or discrepancies he may discover in order that the proper corrections may be made.

25**PERMITS AND INSPECTION FEES**

Permits shall be secured by the Contractor and inspections will be required. The Contractor shall secure and pay for any permits and inspection fees required. Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of Contractor or any person or entity for which Contractor is responsible, it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

26**LAWS AND REGULATIONS**

The Contractor's attention is directed to the fact that all applicable Federal, State, and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract Documents the same as though herein written out in full. The Contractor shall keep himself fully informed of all laws, ordinances, and regulations of the Federal, State, and City in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, regulation, ordinance, order, or decree, he shall herewith report the same, in writing, to the Engineer. He shall at all times himself observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify the City, Midtown Alliance, and the Midtown Improvement District and its agents against any such law, ordinance, regulation, order, or decree, whether by himself or by his employees.

27**CONTRACTOR'S OBLIGATIONS**

The Contractor shall, in good workmanlike manner, do and perform, all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings of the Work covered by this Contract and any and all supplemental drawings of the Work covered by this Contract. He shall furnish, erect, maintain, and remove such construction, plants, and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plants, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and Specifications, local ordinances, and State and Federal laws; and shall do, carry on, and complete the entire Work.

28**ASSIGNMENTS**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Implementation Manager.

29**CONTRACTOR'S HOLD HARMLESS AGREEMENT**

The General Contractor shall be responsible from the time of signing the Contract, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, Midtown Alliance, and the Midtown Improvement District from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with work performed under this Contract and shall assume and pay for, without cost to the City, Midtown Alliance, and the Midtown Improvement District, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The Contractor expressly agrees to defend against any claims brought or actions filed against the City, Midtown Alliance, and the Midtown

Improvement District, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

30**LAND AND RIGHTS-OF-WAY**

- .01 Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by Implementation Manager, and shall conduct his work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract Documents, and shall compensate Implementation Manager fully for any loss or expense arising from failure of the Contractor to perform as required by such entity.
- .02 The Contractor shall provide at his own expense and without liability to Implementation Manager any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

31**PROTECTION OF WORK, PROPERTY, AND PERSONS**

- .01 The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- .02 The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary warning safeguards for devices and safety and protection of the Work, the public, and adjoining property. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- .03 The Contractor shall, prior to commencing other on-site work, accurately locate above and below ground utilities and structures which may be affected by the Work, using whatever means may be appropriate. The Contractor shall mark the location of existing utilities and structures, not otherwise readily visible, with flagging, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. He shall notify the Implementation Manager promptly on discovery of any conflict between the Contract Documents and any existing facility.
- .04 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Contractor, upon notification to the Engineer, shall act to prevent threatened damage, injury, or loss. Any claim for compensation or extension of time by the Contractor due to such extra

work shall be submitted to the Engineer within ten (10) days of the date of performing such work or deviations in the manner prescribed for a Change Order.

- .05 All existing utilities, both public and private, including sewer, gas, water, electrical, and telephone services, etc., shall be protected and their operation shall be maintained through the course of the Work. Any temporary shutdown of an existing service shall be arranged between the Contractor and the responsible agency. The Contractor shall assume full responsibility and hold the City, Midtown Alliance, and the Midtown Improvement District harmless from the result of any damage that may occur as a result of the Contractor's activities.

32**PRIOR USE BY CITY**

Prior to completion of the Work, the City may take over operation and/or use of the incomplete Project or portions thereof. Such prior use of facilities by the City shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

33**CLEANING UP**

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all his plants, tools, materials, and other articles from the property of the City.

34**CHANGES IN THE WORK**

- .01 Implementation Manager may at any time, as the need arises, order changes within the scope of the Work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an adjustment may be authorized by Change Order.
- .02 The Engineer, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from Implementation Manager.
- .03 The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below.
 - A. Unit prices previously approved.
 - B. An agreed lump sum.
 - C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the Work. In addition, there shall be added an amount agreed upon but not to exceed eight percent (8%) of the actual cost of such work to cover the cost of

general overhead and profit.

- D. Agreement on any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct or indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event that a Change Order increases the Contract Sum, Contractor must include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

35

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- .01 It is hereby understood and mutually agreed, by and between the Contractor and Implementation Manager, that the date of beginning, rate of progress, and the time for completion of the Work are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.
- .02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Implementation Manager, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
- .03 If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to Implementation Manager, the amount specified herein, not as a penalty, but as liquidated damages.
- .04 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, or to the public enemy, acts of Implementation Manager, acts of another contractor in the performance of the contract with Implementation Manager, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work.
- .05 Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, notify Implementation Manager, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be supported by the attachment of records of the National Oceanic and Atmospheric Administration showing meaningful variances from historic trends thereby substantiating the fact that weather conditions were abnormal for the relevant period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction activities. The Contractor shall be entitled to an extension of the Contract Time only for extraordinary adverse

weather conditions, and then only for the number of days which are due solely to such extraordinary adverse weather conditions. The Contractor is not entitled to any costs associated with extraordinary adverse weather conditions.

- .06 Where the City has beneficial occupancy of a usable facility prior to the expiration of the specified Contract Time, but where contract work items remain outstanding, Implementation Manager, at its option, may, in lieu of all or a portion of liquidated damages owed by the Contractor, charge the Contractor for actual cost of administering the Contract for the period subsequent to expiration of the Contract completion date (not to exceed the total amount which could be assessed under liquidated damages).

36**PAYMENTS TO CONTRACTOR**

- .01 Cost Breakdown - The Contractor shall be prepared to submit a cost breakdown immediately after the opening of Bids. Cost breakdown shall be based on values of parts of the Work as divided according to sections of the Specifications, and shall be further subdivided into labor and materials.
- .02 Equipment, Materials, and Work Covered by Partial Payments - All equipment, materials, and work covered by progress payments shall, upon payment thereof, become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of equipment, materials, and work upon which payments have been made, or the restoration of any damaged work.

37**SCHEDULES, REPORTS, AND RECORDS**

- .01 The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Engineer may request concerning work performed or to be performed.
- .02 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part; and, as applicable, the dates at which special detail drawings will be required, and respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- .03 The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.
- .04 In the event Implementation Manager determines that the performance of the Work, or a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, Implementation Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and/or facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures must continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Implementation Manager's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. The Contractor is not entitled to an adjustment in the Contract Sum for

additional work, equipment or facilities supplied in connection with Extraordinary Measures required by the Implementation Manager. Implementation Manager may exercise its rights pursuant to this Paragraph as frequently as Implementation Manager deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

38

IMPLEMENTATION MANAGER'S RIGHT TO SUSPEND OR TERMINATE WORK

- .01 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract Documents, then Implementation Manager may, without prejudice to any other right or remedy and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default, take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and call upon the surety to finish the Work by whatever method deemed expedient.
- .02 Where Contractor's services have been so terminated by Implementation Manager, the termination will not affect any rights or remedies of Implementation Manager against Contractor then existing or which may therefore accrue. Any retention or payment of moneys due Contractor by Implementation Manager will not release Contractor from liability. If the Contractor can establish or it is otherwise determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the Implementation Manager and the rights and obligations of the parties governed accordingly.
- .03 Upon seven (7) days' written notice to Contractor, Implementation Manager may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Implementation Manager, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
 - A. For completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
 - B. For expenses sustained in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with Uncompleted Work;
 - C. For amounts paid in settlement of terminated contracts with Subcontractors and Suppliers;
 - D. Reasonable expenses directly attributable to termination including, but not limited to, fees and charges of engineers, Engineers, attorneys and other professionals, and court costs;
 - E. Contractor shall not be paid on account of anticipatory profits or overhead or consequential damages.

39

ACCEPTANCE OF WORK AND FINAL PAYMENT

- .01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by Implementation Manager, the following requirements shall be complied with:
- A. **Final Inspection:** Upon notice from the Contractor that his work is completed, the Engineer shall make a final inspection of the Work, and shall notify the Contractor of all instances where his work fails to comply with the Drawings and Specifications, as well as any defects he may discover. The Contractor shall immediately make such alterations as are necessary to make the Work comply with the Drawings and Specifications.
 - B. **Final Payment:** When the Work under this Contract is completed, a final payment request shall be submitted representing the original Contract Price and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final clean-up.
- .02 Acceptance of the Work and the making of final payment shall not constitute a waiver of any claims by Implementation Manager. Payments otherwise due the Contractor may be withheld by Implementation Manager because of defective work not remedied and unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by Implementation Manager. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by Implementation Manager.

40

VENUE

The law of the State of Georgia shall govern the construction of this Contract. The courts of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this Contract.

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS

1. SUPPLEMENTS AND CONFLICTING PROVISIONS

The supplements contained in these Supplemental General Conditions modify, change, delete from, or add to the General Conditions of these Contract Documents. In all cases in which the provisions of the General Conditions conflict with the provisions of the Supplemental General Conditions, the provisions of the Supplemental General Conditions shall prevail. Where any article of the General Conditions is modified or any paragraph, subparagraph, or clause thereof is modified by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

2. GENERAL CONDITIONS

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by these Contract Documents. Any provision of the General Conditions which pertains to a non-existent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Supplemental General Conditions or Specifications, shall have no meaning in these Contract Documents and shall be disregarded.

3. DEFINITIONS

- A. DEPARTMENT – Shall refer to the Department of Transportation.
- B. PROJECT MANAGER – Shall refer to the entity named by the Implementation Manager.
- C. SPONSOR – Shall refer to the City of Atlanta, Georgia.

4. INTENT OF CONTRACT DOCUMENTS

It is the intent of these Contract Documents to prescribe a complete work program and that the Contractor shall (a) furnish all labor, materials, products, supplies, tools, equipment, transportation, and all incidental work necessary for the successful execution and completion of the work in accordance with these Contract Documents and to complete the project in an acceptable manner, ready for use by the City of Atlanta within the time specified herein; and (b) carry out all duties and obligations imposed by these Contract Documents.

The Contractor shall provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable foundation preparation, base, or support and a reasonable finish consistent with adjacent work that is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated.

All of the work shall be done and all materials furnished according to the provisions of the Specifications and in conformity with the dimensions, cross-sections, alignment, grades, tolerances and all other details and notations shown on the plans and approved shop and working drawings, except that deviations from the plans, approved shop and working drawings, and specifications may be permitted by the Engineer when in his opinion such deviations are immaterial and are not detrimental to the overall quality of the Work. The

decision of the Engineer, in these respects, shall be final and conclusive; nor shall the Contractor claim extra compensation.

Allowable deviations, other than specified tolerances from the plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the Engineer. The dimensions shown on the plans shall be attained within the limits of precision that good construction practices will permit.

The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under these Contract Documents, whether performed either directly by the Contractor or by any Subcontractor.

It is understood and agreed that the work shall be performed according to the intent of these Contract Documents.

5. SUBSTITUTE EQUIPMENT, "OR EQUAL" CLAUSE

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue; numbers, etc., and is accompanied by the phrase "or equal," or "or approved equal," it is intended to establish a standard; and, materials, articles, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be: considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's name, trade name, catalogue number, etc. and is accompanied by the phrase "or equal," "or approved equal," or the like, it is intended for, the specified material, article, or piece of equipment to be furnished as specified. If after Contract award, the Contractor wants to substitute an alternate material, or piece of equipment for that specified when no "or equal" has been allowed, the Engineer may approve its use, if in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified. Any cost savings for use of the substitute will be deductible from the Contract Price and the use of the substitute will be approved by a Change Order to the Contract Documents.

6. ERRORS AND OMISSIONS

The Contractor shall take no advantage of any apparent error or omission in the plans or specifications but if such error or omission does occur, the Engineer shall have the authority to make corrections and interpretations deemed necessary to fulfill the intent of the plans and specifications; nor shall such corrections or interpretations, if any, be construed as a waiver of any Contract provision.

7. AUTHORITY OF THE IMPLEMENTATION MANAGER

The inspection of the performance and execution of the work under these Contract Documents is vested wholly in the Implementation Manager or in his authorized representative or agent, acting in any and all capacities assigned to him in these Contract Documents. The Implementation Manager may authorize a person to act as the Implementation Manager's authorized representative or agent in carrying out the duties

specified in these Contract Documents. The instructions of the Implementation Manager, or authorized representative, shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance of the Contract and rate of progress of the work; all questions which may arise as to the interpretation of the Drawings, Specifications, and other Contract Documents; all questions as to the intent of these Contract Documents; all questions as to the acceptable completion of the work covered by these Contract Documents; and all questions as to compensation. Upon written request from the Contractor, written instructions will be furnished on any important item.

The decision of the Implementation Manager, or authorized representative, shall be final and binding on all questions concerning the execution of the work and interpretation of the Drawings, Specifications, and other Contract Documents, and he shall have the authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

The Implementation Manager, or authorized representative, shall have authority to suspend operations at any time, without additional cost to the Implementation Manager, when the work, in the Implementation Manager's opinion, is not being carried out in conformity with the Drawings, Specifications, and other Contract Documents.

The Implementation Manager, or authorized representative, shall have the authority to make, without prior notice to the Surety, from time to time, such alterations in the Drawings or in the character of the work as he may consider necessary or desirable to complete the proposed work to his satisfaction and consistent with the general intention of the Contract Documents. Notice of every such alteration or change shall be given in writing to the Contractor, and no such alteration or change shall be considered as constituting a waiver of any of the provisions of the Contract Documents, or as nullifying or invalidating any of such provisions.

The Implementation Manager, or authorized representative, may appoint Inspectors as are necessary to observe the performance of the work under these Contract Documents and the amount, character, and quality of materials supplied.

8. AUTHORITY AND DUTIES OF PROJECT MANAGER

The Project Manager is authorized to observe all work done and materials furnished under these Contract Documents. Such observation will extend to all or to any part of the work and to the preparation, fabrication, or manufacture of the materials, or products to be incorporated in the work.

The authority and duties of the Project Manager, under authorization from the Implementation Manager, are to examine the materials and products furnished; observe the work done; call to the attention of the Contractor any deviation from these Contract Documents and; report the results of the examinations and observations to the Engineer.

The Project Manager will not be authorized to revoke, alter, enlarge, or relax any requirements of these Contract Documents, nor to approve or accept any portion of the work, nor will they be authorized to issue instructions contrary to these Contract Documents. They will in no case act as foremen nor will they interfere with management of the work.

9. EMERGENCY PROTECTION

Whenever, in the opinion of the Implementation Manager, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under these Contract Documents or of adjacent structures or property, and whenever, in the opinion of the Implementation Manager, an emergency has arisen and immediate action is considered necessary, then the Implementation Manager, with or without notice to the Contractor, may provide suitable protection by causing work to be done and material to be furnished and placed. The cost of such work and material shall be borne by the Contractor, and, if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due the Contractor. The performance of such emergency work shall not relieve the Contractor of responsibility for any damage that may occur.

10. INSURANCE & BONDING REQUIREMENTS

The following requirements apply to any and all work under this Agreement and/ or any agreement between the Implementation Manager and any Contractor. Compliance is required by Contractor and/or subcontractor(s) of any tier. Insurance and bonding requirements are based on information received as of the date of execution of this Agreement. The Implementation Manager reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

- A. Contractor shall follow and meet all City requirements described in **Appendix B – Insurance & Bonding Requirements**, attached hereto and made a part hereof.
- B. Construction services are excluded from the Professional Liability Insurance requirement of **Appendix B**.
- C. Evidence of Insurance Required Before Work Begins

Contractor and subcontractor(s) of any tier may commence any services of any kind under this Agreement or any agreement with the Implementation Manager until all insurance and bonding requirements of this Agreement have been complied with and until evidence of compliance satisfactory to the Implementation Manager as to form and content has been filed with the Implementation Manager. Prior to starting work, all Contractor(s) and subcontractor(s) of any tier shall deliver to the Implementation Manager, a certificate of insurance as evidence that policies providing such coverage and limits of insurance are in full force and effect. Certificates shall be in the form provided by the Implementation Manager or if none is provided in a form acceptable to the Implementation Manager. The policy will provide that advance written notice will be given to the Sponsor and Implementation Manager thirty (30) days prior to cancellation for other than nonpayment; termination; or material alteration, of said policies of insurance. Termination for non-payment shall require ten (10) days' notice. Certificates shall identify on their face the project name, any applicable contract number, notice of termination requirements and additional insured. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

- D. Minimum Financial Security Requirements

All bonding and insurance companies providing insurance or bonds required by this Agreement or any agreement between the Implementation Manager and any Contractor must meet certain minimum financial security requirements. These requirements conform to the rating published by

A.M. Best & Co. and a current Best's Key Rating Guide-Property-Casualty. All companies providing bonds or insurance under this Agreement or any agreement between the Implementation Manager and any Contractor must meet the requirements per **Appendix B**.

E. Failure to Meet Minimum Financial Security Requirements.

If the issuing company does not meet these minimal requirements, or for any other reason is unsatisfactory to the Implementation Manager, the Contractor or subcontractor of any tier covered under said policy or bond must promptly obtain a new policy or, bond issued by an insurer / surety acceptable to the Implementation Manager and to submit evidence of that satisfaction to the Implementation Manager. Upon failure of Contractor or subcontractor of any tier to furnish, deliver and maintain such insurance and bonds as provided in this Agreement, the Implementation Manager may at its election declare this Agreement suspended, or terminated. Failure of any Contractor or subcontractor of any tier to obtain and keep in force any required insurance or bonding shall not relieve the Contractor or subcontractor of any tier from any liability under the terms of this Agreement or any agreement with the Implementation Manager, nor shall these requirements be construed to conflict with or supersede any obligation relating to indemnification.

F. Insurance and Bonding Required for Duration of Contract

Any and all bonds and insurance required by this Agreement or any agreement between the Implementation Manager and any Contractor shall be maintained during the entire length of the Agreement, including any extension thereto and until all work has been completed to the satisfaction of the Implementation Manager. The Implementation Manager shall have the right to inquire into the adequacy of the insurance coverages and bonds set forth in this Agreement or any agreement between any Contractor and to negotiate such adjustments as reasonable and necessary.

G. Duty to Investigate and Report All Claims

Contractor and subcontractors must promptly investigate all accidents and claims for damages relating to the subject matter of this Agreement or any agreement between the Implementation Manager and any Contractor, and must file a full and timely written report to the appropriate insurance company (with a copy to the Implementation Manager) All reports must be timely filed with the appropriate insurance company under the terms of the applicable insurance policy.

H. Others as Additional Insured

The Sponsor, Project Manager and the Midtown Improvement District must be covered as additional insured under all insurance required by this Agreement or any agreement between the Implementation Manager and the Contractor, and that insurance must be primary with respect to the additional insured, insuring the Implementation Manager for its own actions and the actions of the Implementation Manager as well as all Contractor or subcontractor(s) of any tier under this Agreement or any agreement between the Implementation Manager and any Contractor and not simply vicariously through the actions of the Contractor or subcontractor(s) of any tier. Confirmation of this must appear on the Accord Certificate of Insurance and on all applicable insurance policies.

I. Mandatory Notices of Cancellation or Material Change

The Sponsor and the Implementation Manager must, without exception, be given not less than thirty (30) days prior written notice of cancellation for other than non-payment of premium or for material changes of any insurance or bond required by the Agreement or any agreement -between the Implementation Manager and any Contractor. Non-payment of premium must require 10 Days prior written notice of cancellation. Confirmation of these mandatory notices of cancellation requirements must appear on the Accord Certificate of Insurance and all insurance policies required by this Agreement.

J. Insurance Policies

Contractor must cause to be placed and kept in force all forms of insurance required by law or needed to adequately protect the Sponsor and the Implementation Manager with respect to the this Agreement or any agreement between the Implementation Manager and Contractor, including, but not limited to the amounts per **Appendix B**.

K. Bonding Requirements

Bonds furnished shall meet the requirements of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The surety on each Bond shall be a surety company satisfactory to Implementation Manager and listed in the Federal Register and licensed to write surety insurance in the State of Georgia.

1. Performance Bond. General Contractor who enters into an agreement with the Implementation Manager to perform work under this Agreement must furnish a Performance Bond to the Implementation Manager and City in an amount of at least 100% of the total amount payable under said agreement.
2. Payment Bond. General Contractor who enters into an agreement with Implementation Manager to perform work under this Agreement must furnish a Payment Bond to the Implementation Manager and City in an amount of at least 110% of the total amount payable under said agreement and shall be for the use and protection of all subcontractors of any tier and all persons supplying labor, materials, machinery and equipment in the prosecution of the work provided for in said agreement.
3. Bond Forms; Power of Attorney; Financial Security. General Contractor must furnish the Performance and Payment Bond required in a form acceptable to the Implementation Manager. The individual executing the bonds on behalf of the surety must file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of the surety. Each surety shall meet the minimum financial security requirements set forth in this Agreement.

11. LABOR

The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

If any person employed by the Contractor on the work appears to the Engineer to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work.

All labor described in these Contract Documents or indicated on the Drawings and the work specified or indicated, shall be executed in a thoroughly professional workmanlike manner and by persons skilled in the applicable trade. All materials, fixtures, and apparatus shall be installed in an undamaged condition.

The Contractor shall, at all times, enforce strict discipline and good order among his employees. No intoxicating liquor will be allowed on the project.

The Contractor and all Subcontractors shall comply with all ordinances, laws, and regulations applicable to the work regarding labor and mechanics.

12. IMPLEMENTATION MANAGER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

The Contractor shall, at the Implementation Manager's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

If the Contractor fails to do so, then the Implementation Manager may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Implementation Manager has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the Implementation Manager to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Implementation Manager shall be deemed the agent of the Contractor, and any payment so made by the Implementation Manager shall be considered as a payment made under the contract by the Implementation Manager to the Contractor, and the Implementation Manager shall not be liable to the Contractor for any such payments made in good faith.

13. FINAL PAYMENT AND RETAINAGE

Upon Final Completion of the Work in accordance with the Contract Documents, the Contractor will be authorized to prepare a final estimate of the work and a Final Payment request. The Engineer will review the final payment request and will, if all items are satisfactory, recommend approval to the Implementation Manager. The Engineer will submit to the Implementation Manager the final estimate and the final payment request, together with a certification stating that the work is complete and in substantial conformance with these Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the Implementation Manager, will be paid to the Contractor.

14. SUBSTANTIAL COMPLETION OF THE WORK

Upon receipt of written notice from the Contractor that the work, or acceptable portion thereof, is substantially complete in conformance with these Contract Documents and submission of a list of items to be completed or corrected, the Engineer, in company with the Implementation Manager's authorized representative, will promptly make an inspection for substantial completion of the work, including any tests of operation, performance tests, material tests, and such other tests as specified or as the Engineer deems necessary, desirable, or proper. After completion of the inspection and tests and preparation of a detailed list of items to be completed or corrected, as determined by the inspection, the Engineer, if in his professional judgment and opinion the Contractor's statement appears correct, will inform the Implementation Manager's in writing that he has examined the work, that it is substantially in conformance with these Contract Documents, and that he recommends the work be accepted as substantially complete. The written recommendation of acceptance of the work as substantially complete from the Engineer shall be accompanied by the list of minor items to be completed or corrected. It is understood and agreed that such notice from the Engineer does not in any way relieve the Contractor from any duties, responsibilities, and obligations of these Contract Documents.

Should the Engineer consider that the work is not substantially complete, he will immediately notify the Contractor, in writing, stating the reasons for his determination. The Contractor shall complete the work and send another written notice to the Engineer certifying that the work or designated portion thereof is substantially complete. The Engineer, in company with the Implementation Manager's authorized representative, will re-inspect the work.

The Implementation Manager may withhold an amount equal to 200 percent (200%) of the value of any remaining incomplete work until final payment.

If the Engineer's recommendation is acceptable to the Implementation Manager, the Implementation Manager will notify the Contractor in writing that the work is accepted as substantially complete and will establish the date of substantial completion after which time any liquidated damage charges shall cease. This date so established shall be construed as completion of the contract time. It is understood and agreed that said notice from the Implementation Manager shall not in any way be construed to relieve the Contractor from any duties, responsibilities, or obligations of the Contract Documents or from his responsibility to deliver a complete work in accordance with the intent of these Contract Documents. Prior to or immediately after the substantial completion date, the Contractor shall submit the following:

- a. Any remaining Operation and Maintenance data or manuals.
- b. Project Record Documents.
- c. Contractor's Affidavit of Payment of Debts and Claims.
- d. Contractor's Affidavit of Release of Liens.
- e. Consent of Surety Company to Final Payment.
- f. All required warranties

15. FINAL COMPLETION

Upon receipt of written notice from the Contractor that all items listed for completion or correction during the inspection for substantial completion have been performed and that the work has been completed in conformity with the Contract Documents, the Engineer shall schedule the final inspection. The Engineer will examine the work, in company with the Implementation Manager authorized representative, making

additional tests and investigations as he may deem proper and using all of the care and judgment normally exercised in the examination of the completed work by a properly qualified and experienced professional Engineer and shall satisfy himself that the Contractor's statement appears to be correct.

Should the Engineer determine that the work is not finally complete; he will notify the Contractor in writing stating reasons for his determination. The Contractor shall take immediate steps to remedy the stated deficiencies and/or conditions and, after correction of the deficiencies and/or conditions, send another written notice to the Engineer certifying that the work is complete. The Engineer, in company with the Implementation Manager's authorized representative, will re-inspect the work.

After a satisfactory final inspection, the Engineer shall notify the Implementation Manager in writing that he has examined the work and that, in his opinion, it appears to conform to these Contract Documents and therefore recommends the work be accepted for final completion. It is understood and agreed that such statement by the Engineer does not in any way relieve the Contractor or his Sureties from any duties, responsibilities, and obligations under these Contract Documents.

After the Engineer recommends the work for final completion, the Implementation Manager will, if he concurs in the Engineer's recommendation, promptly notify the Contractor in writing. If the Implementation Manager does not concur in the Engineer's recommendation, the Implementation Manager will promptly notify the Contractor in writing that he does not accept the work as complete and stating the deficiencies and/or conditions that shall be corrected or resolved before final completion will be issued. After the deficiencies and/or conditions are corrected or resolved and the Implementation Manager is satisfied that the work is complete, the Implementation Manager will issue to the Contractor notice of final completion. The guarantee period(s), as specified, shall begin on the date the Contractor is notified by the Implementation Manager of final completion.

It is understood and agreed that said notice of final completion or final payment by the Implementation Manager shall not in any way be construed to relieve the Contractor, or his Sureties from any duties, responsibilities or obligations under or in connection with these Contract Documents.

16. GEORGIA SALES TAX

The Contractor shall furnish the Implementation Manager with certified copies of paid invoices (or other proof) indicating Georgia Sales Tax paid on items for which the Implementation Manager is eligible for tax refunds. Tax refunded will be to the Implementation Manager, with none credited to the Contractor.

17. MAINTENANCE OF CONTRACT COST RECORDS

The Contractor shall maintain, and shall cause by contract it's sub-contractors to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project and used in support of its bid, shall make such material available at all reasonable times during the period of the Agreement between the Implementation Manager and the Department and for three years from the date of final payment under the Agreement between the Implementation Manager and the Department, for inspection by the Department, FHWA or the Sponsor and any reviewing agencies, and copies thereof shall be furnished upon request.

18. WORK STOPPAGE

In the event of the discovery of significant archaeological remains, construction shall be stopped and the SPONSOR shall notify the Georgia Department of Natural Resources of the discovery. In this context, to be "significant," such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The Sponsor shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

19. AMERICANS WITH DISABILITIES ACT

Contractor will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. And 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

20. DAVIS-BACON ACT OF 1931

Contractor(s) and subcontractor(s) will comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U. S. C. 276(a) as prescribed by 23 U. S. C. 113, for Federal-aid highway projects per the wage determination rates in this Project Manual. Contractor(s) and subcontractor(s) will also comply with 29 CFR part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Contractor(s) and subcontractor(s) will use Optional Form WH-347 that includes the required statement for compliance (OMB No.1215-0149). This form can be found at the following web site: <http://www.dol.gov/esa/forms/whd/wh347.pdf>.

END OF SECTION

APPENDIX B
INSURANCE & BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key

Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

**Email: RiskCOI@AtlantaGa.Gov
Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303**

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of Atlanta Office of Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: RiskCOI@AtlantaGa.Gov.

8. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

9. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this

Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

10. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

11. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations

- Pesticide or Herbicide Applicator Coverage
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

H. Railroad Liability Insurance (If project work takes place within 50 feet of Railroad)

Contractor/Consultant must procure and maintain Railroad Liability Insurance in an amount not less than **\$5,000,000 per occurrence subject to a \$10,000,000 aggregate** with an SIR of no larger than **\$100,000**.

I. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

J. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT

SPECIAL CONDITIONS

1.0 GENERAL

1.0 DESCRIPTION OF WORK

- A. The project generally includes multi-modal and streetscape improvements.
- B. The limits of work are as defined on the Drawings and in the Specifications and other Contract Documents. Work shall be staged a maximum of 900 linear feet of roadway at a time and per Note F below of this 1.0 Description of Work (see bridge drawing staging plans series 35 of the project plans). These requirements do not supersede any other jurisdictional agency traffic control requirements such as approvals needed from GDOT for traffic control requests on the Interstate 75/85 system (including its ramps) and any traffic impacts to the interstate system not allowed by GDOT.
- C. The contractor shall utilize minimally invasive excavation techniques when installing Signal Pole foundations and Street Light Foundations. Minimally intrusive excavation method - A method of excavation that minimizes the potential for damage to the structure being uncovered. Factors such as utility material and condition may influence specific techniques. Typical techniques for utility exposures include air-entrainment/vacuum-extraction systems, water-jet/vacuum-extraction systems, and careful hand tool usage.
- D. It is the intent of these Specifications that the Contractor shall perform all incidental items of Work and furnish all items of incidental material and equipment required to construct the completed Project even though such items are not covered in detail in the Contract Documents.
- E. Each section of type of work is described separately in the General Requirements and Technical Specifications. However, should any item of material, equipment, work or combinations of such be required in one section and not be described in that section and a similar item is described in another section, that description shall apply regardless of the section under which it is described.
- F. The scope of work includes constructing storm drainage, streetlighting, bike lanes, sidewalks, landscaping, traffic signals, architectural fencing, concrete barriers, decorative murals and coatings, bridge overlay in coordination with existing and proposed driveways, and proposed new utilities services to adjacent property owners. Work is to be planned for and scheduled with the Implementation Manager as outlined in Series 35 Bridge Plans and Traffic Control Specification 150.
- G. Contractor shall coordinate McCamish Pavilion driveway closures to not impact associated events. Contractor to coordinate closure needs with Midtown Alliance two weeks in advance.
- H. Contractor shall incorporate into construction staging and advertised contract duration the Utility Relocation Schedule and impact to existing power poles and associated utilities, per series 24 Utility Plans.
- I. Private Developer activities along Williams Street are anticipated through December 2024.

Contractor shall demonstrate to Midtown Alliance prior to seeking applicable road closure permits, that no fewer than two operable lanes will remain during the course of PI-0015890 10th St. Bridge scope is accomplished.

- F. The Contractor shall afford Georgia Power the same inspection rights to the streetlighting foundation and conduit system as described in the contract City of Atlanta Streetlighting Check Lists.
- G. Georgia Power shall support shop drawing review of the contractor's foundation submittal to verify anchor bolt and conduit arrangements.
- H. The Contractor shall protect street light anchor bolts for a period of 8 months from installation and work with Implementation Manager and Georgia Power in support of pole, fixture and wiring by Georgia Power.

1.02 SITE OF THE WORK

- A. The site of the proposed Work is located in the City of Atlanta, GA within the public right-of-way along Williams Street, 12th Street, Peachtree Place, I-75/I-85 Exit Ramp, Techwood Drive, 10th Street and the I-75/I-85 Entrance ramp.
- B. Work Schedule - Furnish to the Implementation Manager and the Engineer, for review, a construction progress schedule as specified in Section 01326 of these Specifications.

1.03 MATERIALS

- A. All materials, unless otherwise specified, will be furnished new and installed by the Contractor. The following materials will be either salvaged or supplied by the Implementation Manager and installed by the Contractor:
 - 1. Georgia Power shall supply street light anchor bolts and supply and install street light poles, fixtures and wiring. Note: Streetscape contractor shall supply, install and wire lighting associated with the Architectural fencing and concrete barrier.
- B. Except as otherwise specified as indicated on the Drawings all materials to be removed shall be the property of the Contractor and shall be removed from the site and disposed by the Contractor.

1.04 OBSTRUCTIONS

- A. All known obstructions are shown on the Drawings. However, the Contractor shall verify these on the ground and provide for all obstructions encountered and shall use utmost caution in all operations to avoid damage to existing pipes, sewers, conduits, cables, pole lines, structures, etc., whether or not shown on the Drawings. Any damage to any existing structures or utilities shall be repaired or made good by the Contractor at no expense to the Implementation Manager.

1.05 ENVIRONMENTAL PROTECTION

- A. During construction the Contractor shall provide rows of hay bales, silt fences, and/or other preventive measures as may be required by governing laws or ordinances to

prevent siltation and soil erosion. All such work shall be done without additional cost to the Implementation Manager.

1. Contractor is responsible for the installation and maintenance of all temporary erosion and sediment control measures throughout the extent of the contract period. All such measures will comply with the Manual for Erosion and Sediment Control in Georgia, 2016 Edition, published by the Georgia Soil and Water Conservation Commission.
 2. Silt fence shall meet the requirements of Section 171- Silt Fence, of the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems 2021 Edition.
 3. Erosion control measures will be inspected at least weekly and after each rain and repaired by the Contractor. Additional erosion and sediment control measures will be installed by the Contractor if deemed necessary by on-site inspection.
- B. The Contractor will restore all disturbed areas to their present or better condition upon completion of the construction.
- C. The Contractor shall obtain such permits as required in accordance with the Georgia Erosion and Sedimentation Control Act, and other applicable laws and ordinances.

1.06 NATIONAL SAFETY CODE PROVISIONS

- A. The Contractor shall be responsible for keeping the Engineer advised of any conflicts due to any provisions or changes in the Safety Code that affect the Work as shown on the Drawings, and as described in the Specifications. It shall be the Contractor's responsibility to observe all provisions of the National Safety Code, keeping current with changing requirements, in all phases of the Work at all times.

1.07 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. All work under this Contract shall be under the care of the Contractor and he/she shall take every necessary precaution against injury or damage to the same, until final written acceptance is received. The Contractor shall rebuild, repair, restore and make good, at his/her own expense, all damage or injury occasioned by the action of the elements, or any other cause whatsoever, before its final completion or acceptance.

1.08 OTHER CONTRACTS

- A. The Implementation Manager may award other contracts for additional work and the Contractor shall fully cooperate with other contractors and carefully fit his/her own work to that provided under other contracts as may be directed by the Implementation Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.09 USE OF CHEMICALS

- A. All chemicals used during the Project construction or furnished for Project operation, whether, pesticide, herbicide, disinfectant polymer, reactant or of other classification, must show approval of either the EPA or USDA. Use of all such chemicals and disposal of

residues shall be in conformance with instructions.

1.10 SUBSTITUTIONS

- A. Contractor may offer substitution to the above-named manufacturers by written request only.
- B. The Implementation Manager reserves the right to accept or reject any and all substitutions that may be offered.
- C. The item proposed for substitution shall be equal to or superior to the specified item or items, in construction, efficiency, and utility in the opinion of the Engineer.

1.11 EASEMENTS

- A. The Implementation Manager will obtain the necessary easements for construction across public and private property, streets, railroads, telephone lines, power lines, etc. The Contractor shall abide by all rules, regulations, and requirements of the Owner of such property in regard to the construction under this Contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever additional costs are incurred due to such requirements, all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the Contract.

1.12 DRAWINGS AND DETAILS

- A. By reference the Project, includes Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems, 2021 Edition.
- B. Following in Section 00850 is a list of Drawings, which accompany and form part of these Contract Documents. These Drawings have been prepared by Kimley Horn and Associates.
- C. Additional details will be supplied if necessary during the progress of the work for further clarification of the Plans. Such additional drawings shall be as binding upon the Contractor as the Original Drawings.

1.13 NOTICE OF COMMENCEMENT

- A. The contractor shall post on the public works construction site and file with the clerk of the Superior Court in the county in which the site is located a notice of commencement no later than 15 days after the Contractor physically commences work on the project and supply a copy of the notice to any subcontractor, materialman, or person who makes written request of the Contractor. Failure to supply a copy of the notice of commencement within ten (10) calendar days of receipt of the written request from the subcontractor, materialman, or person shall render the provisions of paragraph (1) of subsection (a) of Georgia Code Section 36-91-73 inapplicable to the subcontractor, materialman, or person making the request. The notice of commencement shall include:

1. The name, address, and telephone number of the Contractor.

2. The name and location of the public work being constructed or a general description of the improvement.
 3. The name and address of the governmental entity that is contracting for the public works construction.
 4. The name and address of the surety for the performance and payment bonds, if any.
 5. The name and address of the holder of the security deposit provided, if any.
- B. Failure to file a notice of commencement shall render the notice to contractor requirements of paragraph (1) of subsection (a) of Georgia Code Section 36-91-73 inapplicable.

END OF SECTION

NOTICE OF AWARD

To: _____

Project: _____

The IMPLEMENTATION MANAGER has considered the BID submitted by you for the above described WORK in response to its Notice to Bid dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$ _____

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from, the date of this notice, said IMPLEMENTATION MANAGER will be entitled to consider all your rights arising out of the IMPLEMENTATION MANAGER'S acceptance of your BID, as abandoned and as a forfeiture of your BID BOND, the IMPLEMENTATION MANAGER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the IMPLEMENTATION MANAGER,

Dated this _____ day of _____, 20____.

By (signature) _____

Printed Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this _____ day of _____, 20____.

By (signature) _____

Title _____

NOTICE TO PROCEED

To: _____

Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, 20____. You are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

Dated this _____ day of _____, 20____.

By (signature) _____

Printed Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged and agreed to by

_____ this _____ day of _____ 20____.

By (signature) _____

Title _____

PROJECT NAME: **10th St. Bridge Multi-Modal Connection Project**
 PROJECT NO.: **0015890**

DRAWING NO.	DESCRIPTION
01-0001	COVER
02-0001	INDEX
03-0001	REVISION SUMMARY
04-0001 TO 4-0003	GENERAL NOTES
05-0001 TO 5-0006	TYPICAL SECTIONS
06-0001 TO 06-0004	SUMMARY OF QUANTITIES
11-0001	CONSTRUCTION LAYOUT
13-0001 TO 13-0006	CONSTRUCTION PLAN LAYOUT
15-0001	MAINLINE ROADWAY PROFILE
16-0001 TO 16-0003	CROSSROAD PROFILE
17-0001	DRIVEWAY PROFILES
18-0001A TO 18-0001B	SPECIAL GRADING PLAN SHEET
21-0001	DRAINAGE AREA MAP
22-0001 TO 22-0003	DRAINAGE PROFILES
23-0001 TO 23-0007	CROSS SECTIONS
24-0000	UTILITY PLAN LEGEND
24-0000 TO 24-0006	UTILITY PLAN SHEET
25-0001 TO 25-0006 25-2001 TO 25-2008 23-3001	LIGHTING PLAN SHEET
26-0001 TO 26-0006	SIGNING AND MARKING PLANS
27-0001 TO 27-0005	TRAFFIC SIGNAL PLANS
29-0001 TO 29-0006	TREE REMOVAL AND PROTECTION PLANS
29-0007 TO 29-0012	LANDSCAPE PLANS
35-0001 TO 35-0009	BRIDGE PLANS
38-0001 TO 38-0007	SPECIAL CONSTRUCTION DETAILS
38-0001	TYPE "C" CATCH BASIN
38-0002	MODIFIED TYPE "C" CATCH BASIN
38-0003	EXTENDED BOX 1033F CATCH BASIN
38-0004	DECORATIVE FENCE DETAIL
38-0005	GRANITE CURB AT DRIVEWAY
38-0006 TO 38-0007	DRIVEWAY DETAILS
44-0000 TO 44-0006	UTILITY RELOCATION PLANS
	EROSION CONTROL PLANS
51-0001 TO 51-0002	ESPCP GENERAL NOTES
52-0001	EC-L1 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 1 OF 7 (03/17)
52-0002	EC-L2 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 2 OF 7 (11/18)
52-0003	EC-L3 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 3 OF 7 (03/17)
52-0004	EC-L4 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 4 OF 7 (03/17)

52-0005	EC-L5 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 5 OF 7 (03/17)
52-0006	EC-L6 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 6 OF 7 (11/18)
52-0007	EC-L7 EROSION CONTROL LEGEND AND UNIFORM CODE SHEETS- SHEET 7 OF 7 (03/17)
54-0001 TO 54-0012	BMP LOCATION DETAILS
	EROSION CONTROL DETAILS
56-0001	D-24A: TEMPORARY SILT FENCE (SHEET 1 OF 4) (01-11)
56-0002	D-24C: TEMPORARY SILT FENCE J-HOOKS, INLET SEDIMENT TRAPS (SHEET 3 OF 4) (01-11)
56-0003	D-41: CONSTRUCTION EXIT (11-20)
56-0004	D-54: SOD INSTALLATION (04-16)
60-0001	RIGHT OF WAY COVER
60-0002 TO 60-0009	RIGHT OF WAY PLANS

SPECIFICATIONS AND SPECIAL PROVISIONS

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE:

- A. The intent and meaning of these Contract Documents is that the Contractor, under the terms of the Contract, shall take all actions necessary and require to provide all labor, plants, materials, supplies, equipment, transportation, permits, facilities, and items which are indicated or implied by each drawing and each section of the specifications, all of which are collectively necessary and required for the construction of the described Project. The project consists of the construction of a new road in Midtown Atlanta.
- B. Definitions: Specific definitions related to terminology of this section include, but are not limited to the following:
 1. Work: Refers to the General Conditions of Implementation Manager / Contractor Agreement.
 2. Project: Refers to the General Conditions: the terms "Work" and "Project" have substantially the same meaning in these Contract Documents; because, substantially, the Work of the Contract is recognized to be the complete project.
 3. Project Description: The name of the project is as listed on the title page of the drawings and project manual.
- C. Summary: The project generally includes construction of a two-way bike facility on 10th St. and Williams St. enhanced and upgrade sidewalks, curbs, roadway, crosswalks, gateway features, landscaping, street trees, street lighting, traffic signals, bridge deck enhancements, new lane assignment and improved signage in Midtown Atlanta, Georgia.

Contractor shall expect the 10th St. Bridge Multi-Modal Connection Project to have active projects both Private and Public in nature in which to coordinate with. Notable Private projects that will require coordination around include the blocks of Williams St from 10th St to 12th St. Access drives to business and entertainment venues shall be coordinated to ensure constant access. Additional points of coordination can be found in Special Conditions Section 800. The implementation manager will endeavor to inform the contractor of other corridor activities as they are able to.

- D. The Work of this contract includes Drawings and Specifications referred to in the Contract Documents as prepared by Kimley-Horn & Associates

1.02 SUMMARY BY REFERENCE:

- A. The Work can be summarized by reference to the requirements of the various Contract Documents, which in turn make references to the requirements of other applicable provisions which control or influence the Work and these references can be summarized but are not necessarily limited to the following:
 1. Unexecuted Implementation Manager/Contractor Agreement (included).
 2. General and Supplementary Conditions (included).

3. Drawings as listed in the "Index of Drawings" located in the Implementation Manager/Contractor Agreement.
4. Addenda and modifications to the Contract Documents (distributed by transmittal subsequent to the binding thereof).
5. Governing regulations which have a bearing on the performance of Work. Copies can be obtained from or reviewed at the Local, State or Federal Agencies responsible for the regulation in each case.
6. Submittals: Copies shall be retained by the Contractor at the Site.
7. Miscellaneous elements: Information having a bearing on the performance of the Work, such as weather forecasts and reports of general trade union negotiations; copies must be obtained by the Contractor through normal channels of information.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

END OF SECTION

APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section covers procedures for the Contractor to follow to apply for progress payment and final payment under the Contract.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. The Contract Sum and the Schedule of Values are described in the Implementation Manager/Contractor Agreement.
 - 3. The Schedule of Values shall mirror the Detailed Cost Estimate line items as shown on the drawings including number of units and price per unit.
 - 3. The Implementation Manager's approval of applications for progress payment and final payment may be contingent upon the Implementation Manager's and Engineer's approval of the Project Record Documents as described in Section 01720 of these Specifications.

1.02 SUBMITTAL

- A. Formal submittal: Unless otherwise directed by the Implementation Manager, the Contractor shall perform the following.
 - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat hand lettering in ink, on AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets.
 - 2. Sign and notarize the Application and Certificate for Payment.
 - 3. Submit the original of the Application and Certificate for Payment, plus two (2) copies of the Application for Certificate for Payment to the Implementation Manager for review.
 - 4. The Implementation Manager shall, upon approval, sign the Application and Certificate for Payment, and will distribute:
 - a. One copy to Contractor.
 - b. One copy to Implementation Manager.
 - c. Other copies as required by the Implementation Manager.
 - d. The Implementation Manager will disburse payments to the Contractor.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

END OF SECTION

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SCOPE:

- A. This section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
 - 1. Drawings and Project Manuals to be supplied by Implementation Manager
 - 2. Documentation of existing conditions.
 - 3. Tasks and Contractor Coordination.
 - 4. Administrative and supervisory personnel.
 - 5. General installation provisions.
 - 6. Cleaning and protection.

1.02 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to this section.

1.03 COORDINATION:

- A. The Implementation Manager shall supply to the Contractor five (5) sets of the drawings and Project Manual free of charge. Should the Contractor wish additional sets, the Contractor must purchase them from the printer.
- B. Coordinate construction activities included under various Sections of these Specifications in order to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the Specifications with all other Contractors involved with the Project who are dependent upon those operations to assure proper installation, connection and operation.
- C. Communicate effectively with all other Contractors in order to ensure smooth completion of the work so as to avoid damaging previously installed work done by another Contractor. Contractor shall bear all costs associated with correcting any damage or other such rejected work, including compensation for the Implementation Manager, Project Manager and Engineer, due to failure to properly coordinate or install work under this Contract.
- D. Protect completed or partially installed work so as not to impede the work of the other Contractors or Subcontractors.
- E. Where installation of one part of the work is dependent on installation of other components or other Contractors, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
- F. Communicate effectively with all other Subcontractors in order to ensure that work coincides and does not interfere with the scheduling needs of the other Subcontractors. Contractor shall bear all cost of delay and damage claims by other Prime or Subcontractors, including compensation for the Implementation Manager, caused by a failure to perform the work under this Contract.

- G. Confirm with General Contractor when specific work to be done by another Prime or Subcontractor has been satisfactorily completed before work under this Contract is started.
- H. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- I. Make adequate provisions to accommodate items scheduled for later installation.
- J. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
- K. Prepare similar memoranda for the Implementation Manager, Project Manager, Engineer, and separate Contractors where coordination of their Work is required.
- L. Inform General Contractor's Site Representative, Implementation Manager, Project Manager, and Engineer when other Contractor's work is in non-compliance or incomplete and prohibits efficient and orderly completion of work under this Contract.
- M. Administrative procedures:
 - 1. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - a. Preparation of schedules.
 - b. Installation and removal of temporary facilities.
 - c. Delivery and processing of submittals.
 - d. Progress meetings.
 - e. Project Close-out activities.
- N. Documentation of existing conditions.
 - a. Before the Contractor mobilizes the Contractor shall take digital photographs (still and moving) of all existing conditions and label them by station number and physical address.
 - b. It is required that detailed photographs be taken of all areas where new material will be about existing material.
 - c. Detailed pictures of every building, structure, or parking lot that is within 10-feet of the work zone be taken. Identify the subject in the photographs by station number and address.
 - d. Detailed pictures are required of any item that may be damaged during construction.
 - e. Supply a copy of the labeled digital photographs to the Implementation Manager within five (5) calendar days of mobilizing.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION PROVISIONS:

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for pavement expansion and building movement.
- D. Visual Effects: Provide uniform plant spacing and joint widths in exposed work. Arrange plants and joints in exposed work.
- E. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose. Enclosures around holes shall be well marked, surrounded with a 4' barrier, or safely capped until permanent backfill.
- F. Mounting Heights: Where mounting heights are not indicated, refer to the Engineer for final decision.
- G. Installation: When possible, perform Work and install materials to prevent conflict with other Subcontractors. When materials are damaged by other Subcontractors after installation, notify the General Contractor, Implementation Manager, and Engineer immediately. The Subcontractor takes full responsibility for all repairs and replacement of materials, at no additional cost to the Implementation Manager.

END OF SECTION

FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Surveying services.
- B. The Contractor shall identify control points, property line corner stakes, and construction stakes.

1.02 RELATED REQUIREMENTS

- A. Information Available to Bidder: Construction Plans

1.03 SUBMITTALS

- A. On request, submit documentation verifying accuracy of survey work, or a duplicate copy of surveyor's field notes.
- B. Submit certificate signed by Surveyor, certifying that locations of improvements are in conformance with Contract Documents.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain complete, accurate log of control and survey work as it progresses.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify locations of existing utilities prior to starting work. Promptly notify Implementation Manager and Engineer of any discrepancies discovered.
- B. Any work performed by the Contractor before Contractor's field engineering has been performed and/or before any discrepancies are reported to the Engineer, will be at the Contractor's risk.

3.02 CONSTRUCTION STAKING

- A. Perform construction staking as required by the Contractor. The Bid Documents contain all information available to the Implementation Manager concerning the project. The Contractor must develop whatever additional information they feel necessary to properly conduct construction staking.
- B. Contact Implementation Manager and Engineer to verify location of stakes for curbs and storm drain inlets prior to starting construction of relocation.

3.03 AS-BUILT PLANS

- A. Perform survey necessary to provide as-built drawings of storm sewer line location (horizontally and vertically), any site walls installed, and any other information that may be required for the record set of drawings.
- B. Two (2) sets of redline mark-up construction plans may be used as as-built submittal.

END OF SECTION

REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Approved: The term approved, when used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. Engineer, Engineer, Engineer/Engineer: Wherever the terms "Engineer", "Engineer", or "Engineer/Engineer" are used, it shall refer to the design professional that holds the prime contract with the Implementation Manager for the applicable portion of the work being described. In general, these terms are used interchangeably in the context that the design professional is to be consulted at various times for submittal reviews, approvals, pre-construction reviews, work progress reviews, and other functions as defined in the contract documents.
- D. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

- E. Day: A day is a calendar day beginning and ending at 12:00 midnight.
- F. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Engineer, requested by the Engineer, and similar phrases.
- G. Furnish: The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.

- I. Install: The term install describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- J. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
- K. Not-In-Contract: Not-in-contract (NIC) indicates work not included in this contract.
- L. Project site is the space available to the Contractor for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- M. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- N. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- O. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- P. Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.03 OVERLAPPING AND CONFLICTING ASSIGNMENTS

- A. Specifications and Drawings: Where there appear to be overlapping or conflicting requirements in the drawings and specifications, the specifications shall govern.
- B. Industry Standards: Where compliance with 2 or more industry standards or sets of requirements are specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement shall govern.
- C. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether or not it is specifically indicated as such.

1.04 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on GDOT Specifications, Special Provisions, Supplemental Specifications and Shelf Special Provisions.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained below.
- C. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
- D. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.05 MINIMUM QUALITY/QUANTITY:

- A. In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

1.07 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents, unless otherwise indicated.
- C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- E. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**INCORPORATION OF GEORGIA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS**

PART 1 - GENERAL

1.01 GENERAL SCOPE:

- A. Georgia Department of Transportation specifications as published in the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems, 2021 Edition are incorporated by reference into the Project Manual and contract documents.
- B. It is the responsibility of the Contractor to become familiar with these specifications before bidding and to adhere to them during construction. A copy of the manual can be obtained from GDOT.

END OF SECTION

PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Work described in this Section defines the requirements for project meetings as related to the Intersection Improvements.
- B. Related Work: Pre-construction conferences relating to a specific trade or specific construction process or sequence are specified in the applicable Specification Sections.

1.02 CONTRACTOR'S DUTIES:

- A. Scheduling and notification:
 - 1. Notify all invited parties of meeting time and place at least 36 hours prior to meeting.
 - 2. Coordinate timing of weekly progress meetings with the Implementation Manager, Engineer, DOT, and the Implementation Manager.
- B. Administration:
 - 1. Prepare and distribute minutes for each meeting within 72 hours of any project meeting.
 - 2. Prepare and distribute copies of construction progress schedules as originally issued or subsequently approved, marked to show current progress.
 - 3. Update construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue a revised schedule concurrently with minutes of each meeting.

1.03 PRE-CONSTRUCTION CONFERENCE:

- A. Scheduling: A pre-construction conference shall be held prior to commencement of Work at a location to be announced. Additionally, a pre-construction conference for the pavement striping shall also be held prior to commencement of Work.
- B. Attendance:
 - 1. The Implementation Manager
 - 2. The City of Atlanta.
 - 3. Project Manager
 - 4. The Engineer and invited Consultants.
 - 5. The Contractor.
 - 6. Selected DBE Firms
 - 7. GDOT Area Engineer
 - 8. GDOT Project Manager
 - 6. Major subcontractors as requested by the Implementation Manager.
 - 7. Representatives of separate Contractors, when applicable.
- C. Minimum agenda:
 - 1. List of major Subcontractors and material suppliers to be distributed and discussed.
 - 2. Insurance submittals to be distributed and reviewed

3. Tentative construction progress schedule and submittals schedule to be distributed, with discussion of critical work sequencing.
4. Identification and designation of responsible personnel.
5. Processing and distribution of field decisions, change orders and other contract documents
6. Processing of required submittals, including shop drawings, samples, and product data.
7. Procedures for maintaining required Project Record Documents and Maintenance Manuals.
8. Use of Site, including temporary offices, storage areas, erosion control and Site use limitations or restrictions.
9. Material and equipment deliveries, storage, protection and priorities.
10. Safety and first-aid procedures and responsibilities.
11. Security procedures and methods.
12. Introduction of Company Quality Control and Safety Manager.
13. Housekeeping procedures and methods.
14. Construction Schedule.

1.04 PROGRESS AND COORDINATION MEETINGS:

- A. Scheduling: Unless otherwise requested by the Implementation Manager, a progress and coordination meeting shall be held weekly on the job site.
- B. Attendance:
 1. The Implementation Manager
 2. City of Atlanta.
 3. Project Manager.
 4. The Contractor, represented by the Project Manager or Principal.
 5. The Sub-contractors and material suppliers contributing to or affected by construction progress delays, including those potentially involved in regaining anticipated schedules and others as requested by the Implementation Manager as applicable to the progress of the work.
 6. The Engineer and invited consultants.
 7. Representatives of separate Contractors, when applicable.
 8. Georgia Department of Transportation.
- C. Minimum agenda:
 1. Review minutes of previous meeting with review of follow-up and Work progress since previous meeting.
 2. Review field observations, problems and decisions.
 3. Identify problems and potential problems affecting project construction or anticipated progress.
 4. Review problems of materials delivery, off-site fabrication and Subcontractor scheduling.
 5. Develop corrective measures and procedures to regain planned schedule.
 6. Revise construction progress and submittals schedule to reflect actual progress.
 7. Review details of anticipated construction progress prior to next meeting.
 8. Review workmanship and maintenance of quality standards.
 9. Review proposed changes, including effect on construction progress schedule and completion date.

END OF SECTION

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following

1. Submittal schedule
2. Shop Drawings
3. Product Data
4. Samples
5. Certifications
6. Quality assurance submittals
7. Miscellaneous submittals

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and payment bonds
4. Insurance certificates
5. List of subcontractors
6. GDOT QPL Materials & Products: **Note: While GDOT retains records of Materials & Products previously approved through the GDOT QPL program, submittals showing GDOT approval of GDOT QPL Materials & Products must be submitted as described in this section for this project's file**

1.03 RELATED SECTIONS: The following Sections contain requirements that relate to this Section:

- A. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
- B. Division 1 Section "Materials and Equipment" specifies requirements for listing of principle products to be submitted with the Submittal Schedule.
- C. Division 1 Section "Product Substitutions" specifies requirements for administrative and procedural requirements for product substitutions.
- D. Division 1 Section "Contract Closeout", and "Project Record Documents" specifies requirements for submittal of Project Record Documents, maintenance manuals and warranties at project closeout.

1.04 DEFINITIONS

- A. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- B. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.
- C. Certified test (or inspection) reports are documents attesting that a product meets a specified level of performance or quality when a specimen is tested or inspected in accordance with a specified procedure, and consist of a certified statement by the product supplier or Contractor accompanied by a complete report of the inspection or test. These types of reports do not require and Engineer's approval.
- D. Miscellaneous submittals related directly to the work (non-administrative) include, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, copies of industry standards, record drawings, quality testing and certifying reports, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data samples, certificates of conformance or compliance, or certified test reports, and similar information, devices and materials applicable shall be submitted solely for informational purposes. Providing these types of submittals are sufficient and adequate; they will not be responded to.

1.05 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, required visual and performance mock-ups, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 3. Package submittals to cover complete assemblies or systems. Partial or incomplete submittals will be returned rejected without review.
 - 4. The Implementation Manager reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - 1. Allow a minimum of ten (10) working days for initial review.

2. Allow additional time if processing must be delayed to permit coordination with subsequent submittals.
 3. The Implementation Manager will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
- C. Shop Drawings: Ten (10) consecutive working days will be required for the review of any shop drawings and other submittals requiring review by the Engineer if received in quantity equal to or less than fifty (50) sheets during five (5) consecutive working days. For each sheet or other item in excess of over fifty (50) sheets received in five (5) consecutive working days, additional time will be required for review time. The Engineer will advise the Contractor of additional time required.
- D. Re-submittals: Allow ten (10) consecutive working days for reprocessing each submittal.
1. No extension of Contract Time will be authorized because of:
 - a. Failure to comply with approved Submittal Schedule.
 - b. Failure to transmit submittals to the Implementation Manager and Engineer sufficiently in advance of the Work to permit processing.
- E. The Engineer will review the submittals of shop drawings, product data and samples and one (1) re-submittal.
1. For submittals in excess of the one (1) re-submittal, the Contractor shall reimburse the Implementation Manager, Engineer, and Engineer's consultants for additional services required of the Implementation Manager, Engineer, and Engineer's consultant by these additional re-submittals.
 2. No additional time will be allowed the Contractor for delays caused by excess number of re-submittals.
- F. Submittal Preparation:
1. Submittals shall be neat and legible, of uniform scale, responsive to requirements, with all sheets of similar information of same size.
 2. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 3. Provide 2 spaces approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings to record the Engineer's and Contractor's review stamp and approval markings and the action taken. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Implementation Manager.
 - d. Name and address of the Engineer.

- e. Name and address of the Contractor.
 - f. Name and address of the subcontractor.
 - g. Name and address of the supplier.
 - h. Name of the manufacturer.
 - i. Number and title of appropriate Specification Section.
 - j. Contractor's submittal number.
 - k. Drawing number and detail references, as appropriate.
4. Acceptance Criteria:
- a. Submittal item conforms to approved Submittal Schedule.
 - b. Submittal package is complete.
 - c. Submittal does not include Substitution Request.
 - d. Deviations from the Documents or revisions from previous submissions are clearly indicated.
5. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Implementation Manager and Engineer using Project Transmittal Form. Submittals received from sources other than the Contractor will be returned without action. Information on Submittal Sheets:
- a. Record relevant information and requests for data.
 - b. Record deviations from Contract Document requirements, including minor variations and limitations.
 - c. Include Contractor's certification that information complies with Contract Document requirements.
6. Transmittal Form: Prepare a draft of transmittal form for project and submit to the Implementation Manager and Engineer for acceptance. Include the following:
- a. List submittal number on each submittal as part of Contractor's review stamp and on transmittal.
 - b. Send submittals separately based on Specification Division and Section numbers, with transmittal form for each submittal.
 - c. Do not include more than a single Specification section on a submittal transmittal form. Each specification section is required to have its own transmittal from the Contractor.
 - d. Identify each proper Section number followed by sequential submittal number.
7. Establish and maintain a Submittal Log. Place submittal number on each shop drawing as part of Contractor's stamp and at top of Submittal Form. Submittal number shall consist of applicable Specification Section number followed by the sequential Submittal number, for example:
- Example: 05500-1, 05500-2, 05500-3, etc.
8. Resubmission Requirements: Number resubmissions using original submittal number plus a suffix, for example:
- 05500 - 2 for original submittal.

05500 - 2A for first re-submittal.
05500 - 2B for second re-submittal.

9. Re-submittals: After the Engineer's review of submittal, revise and resubmit as required. Identify changes made since previous submittal by clouding changes.

G. Submittal Schedule

1. Prepare a complete schedule of submittals. Unless otherwise required in the Summary of Work, submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
 2. Coordinate the Submittal Schedule with the list of subcontracts, Schedule of Values and the list of products as well as the Contractor's Construction Schedule.
 3. Coordinate the Submittal Schedule with the Contractor's Construction Schedule. Submit the Submittal Schedule with the Products List Schedule specified elsewhere in Division 1.
 4. Prepare the schedule in chronological order. Provide the following information:
 - a. Scheduled date for the first submittal.
 - b. Related Section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of the subcontractor.
 - e. Description of the part of the Work covered.
 - f. Scheduled date for re-submittal.
 - g. Scheduled date for the Engineer's final release or approval is needed.
 5. Lead time.
 - a. Submittals submitted out of sequence with Submittal Schedule requires additional review time; the Engineer will inform the Contractor when this will occur.
 - b. Review of sample submittals will require that all samples of adjacent materials will also have been submitted and received.
- H. Engineer's Action: The Engineer will advise the Contractor when additional time will be required to review a submittal and which sample submittals will be required to be submitted simultaneously for proper review and approval.
- I. Distribution: Following responses to the submittal, print and distribute copies to the Implementation Manager, Engineer, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- J. Submittal Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1. Do not schedule submittals out of sequence with the schedule for work except as required for products requiring long lead times between order and delivery. Submittals for long lead time items shall be accompanied by verification of the required lead time from the supplier.

1.06 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site and submit duplicate copies to the Implementation Manager at weekly intervals.
 1. The daily report shall contain the following:
 - a. List of subcontractors at the site.
 - b. Approximate count of each contractors and subcontractors personnel at the site.
 - c. High and low temperatures, general weather conditions.
 - d. Accidents and unusual events.
 - e. Meetings and significant decisions.
 - f. Stoppages, delays, shortages, and losses.
 - g. Emergency procedures.
 - h. Orders and requests of governing authorities.
 - i. Change Orders received, implemented.
 - j. Services connected, disconnected.
 - k. Equipment or system tests and startups.
 - l. Partial Completions, occupancies.
 - m. Substantial Completions authorized.
 - n. List of deliveries received at site.
 - o. Work performed by contractor and subcontractor this day.
 - p. Building department or other regulatory inspectors at site.
 - q. Other visitors at site.

1.07 SHOP DRAWINGS

A. Submittals

1. Submit newly prepared information drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included by sheet and detail number.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Copy of Engineer's letter indicating acceptance of deviations indicated on the submittal.
 - g. All deviations, from the Contract Documents, clearly indicated.

- h. When detailing shop drawings, reference shop drawings details with correct document details. If applicable, provide manufacturers system detail number.
3. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
4. If the Contractor prepares shop drawings, the System Manufacturer must approve them. The shop drawings shall include reference to contract documents and to manufacturer details and require a letter from the manufacturer certifying that the shop drawing details are consistent with manufacturer's detailing practice.
5. Submittal: Submit one correctable translucent reproducible copy and three blue- or black-line prints for the Engineer's review; only the reproducible copy will be returned. For all layout submittals required as part of Division 16, submit CAD files.
6. Do not use Shop Drawings without an appropriate final stamp from the Contractor and Engineer indicating action taken in connection with construction.
7. Deviations from Contract Documents require specific written acceptance by the Implementation Manager and Engineer of the noted deviation and clear indication on the submittal.

1.08 PRODUCT DATA AND NON-REPRODUCIBLE SHOP DRAWINGS

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 2. Modify Product Data sheets to delete information which is not applicable to the Work. Edit all material to conform to job requirements and to clearly show model number, type or size proposed. Provide additional information if necessary to supplement standard information. Product data sheets that are submitted with extraneous information not deleted and/or modified will be returned to the Contractor without review.
 3. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed by the Contractor.

- B. Submittals: Submit seven (7) copies of each required submittal. The Engineer will retain one and will return the others marked with action taken and corrections or modifications required.
 - 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1. Do not proceed with installation until a copy of Product Data applicable is in the Installer's possession.
 - 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.09 SAMPLES

- A. Limits of Samples: Samples are required only for substitutions (alternate manufacturers) and for custom fabricated items, unless specifically required by the individual Section.
 - 1. Where a specified item is being provided, samples will not be required or reviewed.
 - 2. Where a specified item is no longer available, manufacturer's current catalog numbers vary from those specified, named manufacturer's product data differs from requirements, or where custom colors require evaluation, samples are required.
 - 3. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 4. Mount, or display, Samples in the manner to facilitate review of qualities indicated. Prepare Samples to match the Implementation Manager's sample. Include the following:
 - a. Specification Section number and Submittal Number
 - b. Generic description of the Sample
 - c. Sample source
 - d. Product name or name of the manufacturer
 - e. Compliance with recognized standards
 - f. Availability and delivery time
 - 5. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements, and comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 6. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) sets that show approximate limits of the variations. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

7. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 8. Samples not incorporated into the Work, or otherwise designated as the Implementation Manager's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
 9. Preliminary submittals: When individual Sections call for initial selection samples to allow selection of color, pattern, texture or similar characteristics from a complete range of manufacturer's available offerings, submit a full set of choices for the material or product.
 10. Preliminary submittals will be reviewed and returned with the Engineer's mark indicating selection and other action.
- B. Sample Submittals: When required by individual Specification Section:
1. Submit one (1) sample of standard manufactured items and for initial selection of colors and finishes.
 2. Submit two (2) samples for custom fabricated items.
 3. When color/finish sample is approved, furnish one (1) additional sample of approved color/finish for Engineer's use.
 4. One of the custom fabricated samples will be returned with the Engineer's comments.
 5. For single samples retained by the Engineer, photographs of problem areas will be returned with the Engineer's comments for Contractor's action.
 6. Maintain sets of Samples for custom fabricated items, as returned, at the Project site, for quality comparisons throughout the course of construction.
 7. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 8. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- C. Distribution of Samples: When necessary for Contractor's convenience, prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
1. Field Samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

2. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.
3. Miscellaneous submittals (as defined under paragraph "DEFINITIONS" herein) will not be processed as shop drawings, product data, or samples. These types of miscellaneous submittals are submitted solely for informational purposes. Provided they are sufficient and adequate, they will not be responded to.

1.10 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 1. Certifications shall be dated, identified to the project, work category listed and carry Contractor's signature.
- C. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
 1. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- D. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Contractor's Quality Control and Safety Program."

1.11 ENGINEER'S ACTIONS:

- A. General
 1. Except for submittals for the record or information where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 2. Compliance with specified characteristics is the Contractor's responsibility.
 3. Submittals will be reviewed by the Engineer for design conformity and general conformance with the Contract Documents only. The Contractor is responsible for confirming and correlating dimensions at job sites for tolerances, clearances, quantities, fabrication processes and techniques of construction, coordination of their Work with other trades and full compliance with the Contract Documents.
 4. Review of submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating

instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Review by the Engineer shall not constitute approval of safety precautions or, unless otherwise specifically stated, of construction means, methods, techniques, sequences of procedures.

5. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
1. Approved: The Work covered by the submittal may proceed provided it complies with requirements of Contract Documents. Final payment depends on that compliance.
 2. Approved as Noted: The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
 3. Revise as Noted and Resubmit: Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 4. Rejected/Resubmit as Specified: Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. The work covered by the submittal does not conform to the design concept or meet the contract document requirement.
 5. Do not use, or allow others to use, submittals marked "Revised as Noted and Resubmit" or "Rejected/Resubmit as Specified" at the Project Site or elsewhere where Work is in progress.
 6. Reviewed: Where a submittal is the responsibility of a consultant to the Engineer, the Engineer's stamp will indicate that the submittal has been reviewed by the Engineer for design intent. The Engineer's consultant shall stamp the submittal with an appropriate action stamp that will define the action to be taken by the Contractor.
 7. No Action Required: Submittal is for information or record purposes or special processing or other activity. The submittal will not be returned and the Contractor will be so notified.
- C. Unsolicited Submittals: The Implementation Manager and Engineer will not take action on unsolicited submittals and will inform Contractor of its disposition
- D. Other Action: Where a submittal is primarily for information or record purposes, special processing, quality assurance or other activity, the submittal will not be returned, and Contractor will be so notified.

1.12 SUBMITTALS FOR IMPLEMENTATION MANAGER RECORDS

- A. Permits, Licenses, and Certificates: For the Implementation Manager's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

CONSTRUCTION SCHEDULING AND TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL SCOPE:

- A. This section covers the minimum standards of traffic control.
- B. This section covers the minimum standards of creating a working Construction Schedule for Contract Work using the standard bar chart method.
- C. This section covers the minimum standards for working with the public right-of-way.

1.02 PROJECT SCHEDULING

- A. The contractor shall comply with all City of Atlanta Ordinances concerning working hours. One specific ordinance is the "Noise" Ordinance 03-0-0119 concerning it to be unlawful to operate power tools or construction equipment between certain hours without a variance. A second specific ordinance is Sec. 150-293 concerning the construction or repairs on streets during peak traffic hours.
- B. The Contractor shall not disturb more than 900 linear feet of the construction limits at any time. Thus, the Contractor shall be required to complete the project using a 300-foot Sequence of Operations. **The Contractor shall also sequence the work in accordance with Technical Special Provision section 150.6 and as stated in Special Conditions Section 800.1.0.B**
- C. The Contractor shall not schedule the work such that all street accesses to a single property are within the same 900-foot section.
- D. The Contractor shall work on all drive access aprons during off hours of the establishment. Should the closing of an access be scheduled for more than 12 hours, temporary measures must be taken to maintain vehicular access after the 12-hour period.
- E. Intentionally left blank
- F. It is the responsibility of the Contractor to coordinate the temporary "closing" of bus stops with MARTA. If this includes the temporary re-location of bus stops or other work, this work shall be the responsibility of the contractor.
- G. The Contractor is to keep ADA public access to at least one door of every establishment at all times.
- H. The Contractor shall work on only one ADA ramp per intersection at a time. Thus only one quadrant of an intersection can be closed to pedestrian traffic simultaneously.
- I. For day work the Contractor shall barricade the sidewalk such that the public can safely use the concrete section of the sidewalk while the paver section is being constructed and vice versa.

- J. For night work the Contractor will be allowed full sidewalk closure (pre-approved by the City of Atlanta) providing at least a 4-foot section of the sidewalk is available for safe public passage by 6:00 AM the following morning and there is ADA public access to all establishments.
- K. The Contractor will be allowed (if pre-approved by the City of Atlanta) to saw-cut and pave during night hours providing all City of Atlanta ordinances are followed.
- L. Saw cutting and paving operations do not have to follow the 300-foot Sequence of Operations providing they are accomplished at night and providing the work plan is pre-approved by the Project Manager and the City of Atlanta.
- M. It is anticipated that the traffic control plan for night work will be less demanding than a traffic plan for day work.
- N. There are several business establishments and residences that are affected by this work and disruption to these must be kept to a minimum. The Contractor shall take this into account when formulating the schedule.
- O. To help facilitate the schedule, the Implementation Manager will be the main contact between the Contractor and the local community.

1.03 SPECIAL CONSTRUCTION CONSIDERATION FOR CERTAIN PUBLIC EVENTS

There are certain public events that will occur within the project limits and construction period that the Contractor should become aware of by contacting the City of Atlanta. The Contractor is to schedule and perform the work so that during these events:

- All sidewalks are to be either the final product or the existing condition.
- All curbing is to be either the final product or the existing condition.
- All pavement shall be the final product or the existing condition. Except that the final asphalt "patch" between the curb and existing pavement does not need to be installed.
- The Contractor shall cooperate with the event organizers and public authorities concerning public safety for these events. This would include the removal, relocation, and/or securing of any construction materials, equipment, temporary fencing, or any other public safety issues in the control of the Contractor.

1.04 TRAFFIC CONTROL AND WORKING WITHIN THE PUBLIC RIGHT-OF-WAY

- A. Incorporated into this specification by reference is a document prepared by the City of Atlanta titled "City of Atlanta Department of Public Works, Public Right-of-Way Field Manual" dated December 2019. The contractor is to adhere to the conditions in this document and any other conditions enforced by the City of Atlanta or any other governmental authority. A copy of this manual can be obtained from the Department of Public Works.
- B. Right to Restrict Construction - The Project Manager and the City of Atlanta reserves the right to restrict construction operations when, in their opinion, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Project Manager and/or City of Atlanta deems that conditions are unfavorable for continuing the Work.

- C. Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management	No advance notice required
Threatening/inclement weather	24 hours
Holidays, sporting events, unfavorable conditions	Three (3) calendar days

- D. If the work is suspended, the Contractor may submit a request for additional contract time as allowed under the contract. The Project Manager will review the request and may grant additional contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, overhead, profit, remobilization, and rental of equipment or delays to the Contractor's schedule will not be considered for payment. Additional contract time will be the only consideration granted to the Contractor.
- E. In addition to the other provisions contained herein, work zone traffic control shall be accomplished using the following means and materials:

1. Portable Advance Warning Signs - Portable advance warning signs shall be utilized as per the requirements of the traffic control plans. All signs shall meet the requirements of the MUTCD.
2. Arrow Panels Portable sequential or flashing arrow panels for use for all lane closures, shall be a minimum size of 30" high by 60" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type B panel as shown in the MUTCD. The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height for all type of arrow panels shall be seven feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical. The Contractor shall notify the Project Manager, in writing, when any non-specification arrow display panel(s) is being used in the work.

1.05 DIRECTIONAL BORING PERMIT SUBMITTALS

- A. The City of Atlanta has published the following requirement as of November 10, 2003.

Permit Submittals

DEPARTMENT OF PUBLIC WORKS David E. Scott, P.E Commissioner

In order to expedite the review and subsequent approval of permit requests, you should submit four copies your company letterhead specifying your intended construction method. If directional boring is used forward CAD drawings to us showing the horizontal and vertical locations of all utility mains and laterals in the immediate area of the proposed running line. Delineate the running line as a thick bold line on the plans and the profiles.

If open trenching will be your method of construction, a horizontal plan showing all the utility mains and laterals will be sufficient for review and approval. A profile will not be necessary if the utilities will be exposed.

Open trenching will require additional restoration including milling and resurfacing of the road surface to a satisfactory condition. Regardless of the chosen method of operation, all sewer mains and laterals are to be shown with your CAD drawings. Cable pulls should be requested separately from excavation permits, after construction aspects of a job are completed.

The excavation permit entitles you to: 1] Pull duct 2] Place all man holes/hand holes 3] Proof duct 4] Restoration.

We will facilitate vertical locates of existing utilities by issuing your contractors a "Qualified Contractor Permit."

This permit requires each contractor provide us a copy of their Certificate of Liability Insurance with a minimum of \$3,000,000 in general liability coverage and name the City of Atlanta as certificate holder.

If I can be of further assistance, please give me a call at 404-330-6087.

Respectfully, Larry Carter

Construction Inspector, Principal Street Operations Division Department of Public Works

1.06 TRAFFIC CONTROL PLANS:

- A. The Contractor shall develop detailed staging and traffic control plans for performing each 900-foot Sequence of Operations of the Work including but not limited to all traffic shifts, detours, paces, lane closures or other activities that disrupt traffic flow. These plans shall be submitted for approval at least two weeks prior to the scheduled date of the activity to the Project Manager and City of Atlanta. Activities that have not been approved by the Project Manager and the City of Atlanta at least seven (7) days prior to the scheduled date shall be rescheduled.
- B. Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Implementation Manager, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Project Manager and the City of Atlanta for review and approval 30 calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Project Manager and/or City of Atlanta, they are no longer necessary for the satisfactory progress of the Work.
- C. As an option to the 900-foot Sequence of Operations in Section 01326 Part 1.02.B of the Project Manual, the Contractor may submit an alternative Sequence of Operations for review and approval. A twenty-calendar day lead-time for the Project Manager's review shall be given to this submission so that a decision on its acceptability can be made. However, if the alternate plan is not approved, the Contractor shall be required to construct per the 900-foot Sequence of Operations outlined in Section 01326 Part 1.02 B. of the Project Manual.
- D. The Implementation Manager will not pay, or in any way reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Project Manual or from an approved Contractor alternate.
- E. The Contractor shall secure the Project Manager and/or City of Atlanta's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved traffic control plan, proposed by the Contractor, shall be submitted to the Project Manager for approval.
- F. Concerning the Traffic Control Plan some additional traffic control details will be required prior

to any shifts or changes in traffic. The traffic control details shall include, but not be limited to, the following:

1. A detailed drawing showing traffic locations and laneage for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Drainage details for temporary and permanent alignments.
6. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc).
7. Starting time, duration and date of planned change.
8. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

- F. A minimum of three (3) copies of the above details shall be submitted to the Project Manager and the City of Atlanta for approval not more than 14 days but at least 10 days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Project Manager and/or City of Atlanta and all necessary permits from the City of Atlanta prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Project Manager and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.
- H. The Contractor shall obtain from the City of Atlanta a lane closure permit for each 900-foot Sequence of Operations if a lane closure is needed.
- I. The Contractor shall obtain from the City of Atlanta all other necessary permits required to work in the public right-of-way.

1.07 PROJECT SCHEDULING:

- A. Submit initial construction schedule minimum five calendar days prior to preconstruction meeting. Monthly, resubmit revised and updated schedules accurately depicting progress to first day of each month.
1. Submit one reproducible transparency for the Implementation Manager's Representative's information.
 2. Distribute reviewed schedules to:
 - a. Implementation Manager and Project Manager
 - b. Engineer
 - c. Subcontractors
- B. Prepare complete and comprehensive computer generated "Critical Path Method" schedule for all portions of Work using the Microsoft Project format.
- C. Provide separate horizontal breakdown of each trade or operation in chronological order of beginning of each item of Work.

- D. Identify each item of Work by specification section number and by logically grouped activities.
- E. The Contractor shall have a person on staff that is fluent with the construction scheduling computer program.
- F. Identify first workday of each week on horizontal time scale. Provide adequate spacing on schedule for updating.
- G. Provide complete sequence of construction by activity:
 - 1. Shop Drawings, Product Data and Samples submittal data and status of each submittal relative to Contractor's submittal schedule.
 - 2. Decision dates for selection of finishes.
 - 3. Product procurement and delivery dates, including products furnished by the Implementation Manager.
 - 4. Dates for beginning and completion of each element of construction.
 - 5. Indicate project percentage of completion for each item of Work.
 - 6. Provide sub-schedules to define critical portions of Work.

1.08 SCHEDULE UPDATING:

- A. Show all changes since previous submittal of updated schedule.
- B. Indicate progress of each activity, show completion dates. Include:
 - 1. Major changes in scope and activities modified since previous updating.
 - 2. Revised projections due to changes, and other identifiable changes.
- C. Provide narrative report, including:
 - 1. Discussion of problem areas, including current and anticipated delay factors and their impact.
 - 2. Corrective actions taken, or proposed, and its effect.
 - 3. Description of revisions:
 - a. Effect on schedule to change of scope.
 - b. Revisions in duration of activities and other changes that may affect schedule.

1.09 DISCREPENCY WITH DOCUMENTS:

- A. If section 01326 Construction Scheduling and Traffic Control conflicts with section 150 Traffic Control, Section 150 Traffic Control shall govern.

END OF SECTION

CONTRACTOR'S QUALITY CONTROL AND SAFETY PROGRAM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section describes the requirements for implementation of a Quality Control and Safety Program by the Contractor to assure performance of the Work in conformance with the requirements of the Contract Documents.

1.03 QUALITY CONTROL AND SAFETY PROGRAM

- A. The Contractor shall prepare and submit within ten (10) days after the issuance of Notice to Proceed, the Quality Control, and Safety Program he intends to implement for the Work for approval by the Implementation Manager. This Program shall be tailored to the specific requirements of the Work and shall become an active part of the construction procedures. The Quality Control and Safety Program shall include the procedures, instructions, reports, and forms to be used throughout the performance of the Work. The Implementation Manager reserves the right to review and reject all or part of the Quality Control and Safety Program as proposed by the Contractor. The Contractor shall revise and resubmit as appropriate until satisfactory to the Implementation Manager. The basic objectives of the Quality Control and Safety Program are as follows:

1. To ensure that all Work adheres strictly to all requirements of the Contract Documents and governing agencies.
2. To produce first class workmanship.
3. To prevent deficiencies through pre-construction and safety coordination
4. To detect and correct deficiencies in a timely manner.
5. To provide an auditable record of all tests, inspections, procedures, non-compliance and corrections, and any other pertinent data as required by the Implementation Manager.
6. To ensure all work is performed under the OSHA guidelines, and local and state public health and safety regulations.
7. To confirm that the Contractor is in compliance with the state of Georgia Department of Transportation relative to qualifying to bid the job; being certified through GDOT for traffic control management and acknowledging that it is understood that the Contractor shall maintain such a certified person on the construction site at all times.
8. The Contractor shall notify the Implementation Manager's Representative in writing of any proposed change to his inspection system and changes shall not be permitted if they would, in the opinion of the Implementation Manager's Representative, result in nonconformance with the Contract requirements.
9. The Contractor may select either an outside "agency" or in-house personnel to administer the program. In either case, the quality control and safety staff on-site shall be responsible only for quality control and safety and the quality control and safety manager shall report directly to the Contractor's highest ranking Corporate Officer involved in the Work. The management and/or control of the construction process. Quality control and

safety staff members shall interface with the Implementation Manager, its Inspectors, and Consultants, as required and appropriate.

10. Failure to comply with the Quality Control and Safety Program requirements stated herein may result in the withholding of monthly progress payments and/or termination of the Contractor for cause by the Implementation Manager in accordance with the General Conditions.

1.04 REQUIREMENTS OF THE PROGRAM

- A. The Quality Control and Safety Program submittal shall include, as a minimum, the following:
 1. The quality control and safety organization chart, beginning with the quality control and safety Manager, shall include quality control and safety personnel as may be necessary to accomplish complete and adequate inspection of the Work.
 2. Names and qualifications of personnel and firms selected to implement the Quality Control and Safety Program on-site and off-site.
 3. Authority and responsibility of the quality control and safety Staff.
 4. Methods of quality control and safety inspection including subcontractor's work and describing name of qualified testing laboratory to be used, if applicable.
 5. Documents to be used to record inspections and tests, including those specified in the Contract.
- B. Formats for documentation and reports.
 1. A letter signed by the Responsible Managing Officer of the Contractor's firm outlining the authority of the quality control and safety Manager to include, among other things, the authority as described herein. Clerical personnel sufficient to accomplish timely submittal of quality control and safety Reports and other required documentation shall be provided.

1.05 QUALIFICATION OF QUALITY CONTROL AND SAFETY MANAGER AND STAFF.

- A. The qualifications required of the quality control and safety Manager and staff are as follows:
 1. The Manager must have recent 10-years construction experience in projects of similar size and nature.
 2. The Manager must have a minimum of ten (10) years construction-related quality control and safety experience.
 3. There must be a quality control and safety staff person on site at all times that is a Certified OSHA Safety Engineer.
 4. There must be a quality control and safety staff person on site at all times identified as the Work-site Traffic Control Supervisor (WTCS). The WTCS shall have one year experience directly related to work site traffic control in a supervisory or responsible capacity and shall have been certified by the American Traffic Services Association Work Site Traffic Supervisor Certification program or an equal approved by the Department.

1.06 Responsibilities and Duties of the Quality Control and Safety Staff:

- A. The quality control and safety Manager shall have the authority to stop work, reject work, order work removed, initiate remedial work, propose solutions, and reject material not in compliance with the Contract. Responsibilities of the Quality control and safety Manager shall include, but are not limited to the following:

1. Present on-site during all working hours and assigned "full time" to this Project. Contractor shall designate alternate individual(s) to assume responsibilities in the temporary absence of the quality control and safety Manager or when overtime work is being performed.
2. Have complete familiarity with the Contract Drawings and Specifications.
3. Establish and implement Quality Control and Safety Programs for the Contractor and with the various Subcontractors and monitor their conformance.
4. Present samples, mock-ups and test panels to be used as standards of quality for review by the Engineer.
5. Inspect existing conditions prior to the start of new work segments.
6. Perform in-progress and follow-up inspections on each work segment to ensure compliance with the Contract Documents. Accompany the Engineer and Implementation Manager on such inspections.
7. Coordinate required tests, inspections, and demonstrations with the City of Atlanta's Testing Agency, County and State inspectors, and any other authority having jurisdiction.
8. Inspect all materials and equipment arriving at the job site to ensure conformance to the requirements of the Contract Documents. Prepare and submit to the Implementation Manager written reports as required by the Contract Documents.
9. Identify, report and reject defective Work or Work not in conformance with the Contract Documents. Monitor the repair or reconstruction of rejected Work.
10. Develop checklists to be used for the inspection of each Division of the Work.
11. Retain specialists or outside firms for inspection of Work in areas where additional technical knowledge is required (mechanical, electrical, electronics, controls, communications, security, welding, structural, security hardware, etc.). Submit qualifications of firms and specialists to the Implementation Manager and Engineer for approval.
12. Schedule and accompany the Implementation Manager and Engineer on any Site visits when requested.
13. Schedule additional Site visits where appropriate.
14. Verify and report that all materials and equipment manufactured off-site are in conformance with the Contract Documents.
15. Prior to the start of each Division, Section and/or major item of Work required by the Contract Documents, conduct a preconstruction quality control and safety meeting with responsible field and office representative and the Implementation Manager and Engineer. Provide the Implementation Manager and Engineer minutes of these meetings within forty-eight (48) hours.
16. Work closely with the Implementation Manager to ensure optimum quality control and safety. Attend Implementation Manager/Contractor meetings as required by the Implementation Manager.
17. Monitor, report, and correct all site activities for compliance with OSHA rules and regulations.
18. Monitor, report, and correct all construction activities that are contrary to local and state traffic codes and regulations.

1.07 REPORTING PROCEDURES

- A. As a minimum, develop forms, logs and reporting procedures consisting of the following:

1. A quality control and safety meeting held every 2 weeks between the Implementation Manager and the quality control and safety Manager during which only Quality related topics will be reviewed.
2. A monthly written report published at month end providing an overview of quality control and safety activities, problems found and/or solved, status of remedial work, status of mock-ups, anticipated problems and planned activities for the coming month, etc.
3. Deficiency reports: Plan of action by the Contractor for correcting any known contract deficiencies including delay in scheduled progress.
4. Weekly reports (including reports from Contractor and Subcontractors) to the Implementation Manager describing:
 - a. Equipment and material received.
 - b. Tests and inspections performed with submittal information.
 - c. Deficiencies noted and/or corrected.
 - d. Quality control and safety concerns and problems.
 - e. Record keeping (as required).

1.08 IMPLEMENTATION

- A. The Contractor's inspection shall be adequate to cover all operations, including both on-site and off-site and will be keyed to the proposed sequence of work and shall include as a minimum at least three (3) phases of inspection for all definable items or segments of work, as follows:
 1. Preparatory Inspection shall be performed prior to beginning any work on any definable segment of the Work and shall include a review of Contract requirements; verification that all materials and/or equipment have been tested, submitted, and accepted; verification that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials and equipment to assure that they conform to accepted shop drawings or submittal data and that all material and/or equipment are available. As a part of this preparatory work, Contractor's quality control and safety organization will review and verify that all documents, including but not limited to; shop drawings, submittal data, method of quality control and safety, product data sheets, test reports, affidavits, Certification and manufacturer's instructions have been submitted and accepted by the Implementation Manager as required herein. Each submittal to the Implementation Manager shall bear the date and the signature of the Contractor's quality control and safety Manager indicating that he has reviewed the submittal and certified it to be in compliance with Drawings and Specifications or showing the required changes.
 2. Initial Inspection: To be performed as soon as a representative segment of the particular item of work has been accomplished and to include examination of the quality or workmanship and a review of control testing for compliance with Contract requirements, exclusion of defective or damaged materials, omissions, and dimensional requirements.
 3. Follow-up Inspection: To be performed daily or as frequently as necessary to ensure continuing compliance with Contract requirements, including control testing, until completion.

4. The Contractor shall maintain daily current records with information as described above, in an appropriate format of all inspections and tests that the required inspection or tests have been performed. These records must cover both conforming and defective items and must include a statement that all supplies and materials, incorporated in the Work, are in full compliance with the terms of the Contract. Two legible copies must be furnished to the Engineer/ Implementation Manager's Representative. The report will cover all work performed or completed subsequent to the previous report.

END OF SECTION

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. The Contractor will not install, erect, or place any construction facility within the work area in general or connect to any utility without receiving prior approval from the Implementation Manager. The Contractor shall submit to the Implementation Manager a listing of all temporary construction facilities and utilities the Contractor wishes to place on site or connect to. The listing shall include the following:

1. Type of construction facility and/or utility.
2. Exact location of construction facility.
3. Exact location of point of service for any utility.
4. Date of installation (or start of service), length of duration, and date of removal (or termination of utility).

Upon receiving the information the Implementation Manager shall review the request and approve the request whenever possible based upon the impact to the immediate neighborhood and the work area in general.

However, the Implementation Manager may not be able to approve all or any requests. Additionally, the Implementation Manager may grant approval only to have the construction facility and/or utility "disallowed" by a public authority. Thusly, the Contractor will be responsible for all and any costs concerning all construction facilities and temporary utilities including the installation, removal, and any damage to adjacent property and/or the right-of-way.

- B. Should temporary facilities and utilities be installed and/or used this Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.

- C. Temporary utilities include, but are not limited to, the following:

1. Water service and distribution.
2. Temporary electric power and light.
3. Temporary heat.
4. Ventilation.
5. Telephone service.
6. Sanitary facilities, including drinking water.
7. Storm and sanitary sewer.

- E. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds.
2. Dewatering facilities and drains.
3. Temporary enclosures.
4. Hoists and temporary elevator use.

5. Temporary project identification signs and bulletin boards.
 6. Waste disposal services.
 7. Rodent and pest control.
 8. Construction aids and miscellaneous services and facilities.
- F. Security and protection facilities include, but are not limited to, the following:
1. Temporary fire protection.
 2. Barricades, warning signs, and lights.
 3. Enclosure fence for the site.
 4. Environmental protection.
- G. Portable Construction Sign
1. The Contractor shall construct Six (6) portable construction signs with the face of the sign as detailed on page six of this section. The face of the sign shall be made from vinyl applied over the $\frac{3}{4}$ " plywood. The specifications of the colors and fonts will be supplied to the Contractor by the Implementation Manager.
 2. The Contractor shall move the signs as work progresses.

1.03 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
 2. Health and safety regulations.
 3. Utility company regulations.
 4. Police, fire department, and rescue squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.04 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Implementation Manager, change over from use of temporary service to use of permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take

necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Provide new materials. If acceptable to the Implementation Manager, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.
- B. Lumber and Plywood:
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high-density concrete form overlay plywood of sizes and thickness indicated.
 - 3. For fences and vision barriers, provide minimum 3/8-inch- (9.5-mm-) thick exterior plywood.
 - 4. For safety barriers, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard on interior walls of temporary offices.
- D. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.
- E. Paint:
 - 1. For job-built temporary offices, shops, sheds, fences, and other exposed lumber and plywood, provide exterior-grade acrylic-latex emulsion over exterior primer.
 - 2. For sign panels and applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer.
 - 3. For interior walls of temporary offices, provide 2 coats interior latex-flat wall paint.
- F. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- G. Water: Provide potable water approved by local health authorities.
- H. Open-Mesh Fencing: Provide 0.120-inch- (3-mm-) thick, galvanized 2-inch (50-mm) chainlink fabric fencing 6 feet (2 m) high with galvanized barbed-wire top strand and galvanized steel pipe posts, 1-1/2 inches (38mm) I.D. for line posts and 2-1/2 inches (64 mm) I.D. for corner posts.

2.02 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with

ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

- C. **Electrical Power Cords:** Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- D. **Lamps and Light Fixtures:** Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- E. **Heating Units:** Provide temporary heating units that have been tested and labeled by UL, FM, or another recognized trade association related to the type of fuel being consumed.
- F. **Temporary Offices:** Provide mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- G. **Temporary Toilet Units:** Provide self-contained, single-occupant toilet units of the chemical, or aerated recalculation type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. **Fire Extinguishers:** Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities that are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

- A. Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to the site where the Implementation Manager's easements cannot be used for that purpose.
- B. Use Charges: Cost or use charges for temporary facilities and utilities are not chargeable to the Implementation Manager. The Implementation Manager will not accept cost or use charges as a basis of claims for Change Orders.

3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- B. Construction Site Security: Provide maintenance and cleaning of entire construction site on a daily basis. Secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Contractor is responsible to insure that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of construction site.
- C. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.04 OPERATION, TERMINATION, AND REMOVAL

- A. Termination and Removal: Unless the Implementation Manager requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- B. Materials and facilities that constitute temporary facilities are the Contractor's property. The Implementation Manager reserves the right to take possession of project identification signs.

END OF SECTION

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. All materials supplied by the Contractor and its' Sub-contractors shall be listed has approved materials on the Georgia Department of Transportation (GDOT) Qualified Product List (QPL) or as specified by Special Provisions.
- B. The Contractor and its' Sub-contractors cannot provide materials testing. All materials testing shall be conducted in accordance with GDOT's guidelines.

END OF SECTION

PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section describes administrative and procedural requirements for substitution requests by the Contractor.

1.02 DEFINITION:

- A. Products: Items specified by reference standards, manufacturer's designation such as name, and model, or number, or proprietary specifications.
- B. Substitutions: Products, materials, equipment or construction method changes to the Contract Documents as requested by the Contractor, Implementation Manager, Engineer, or Governing Agencies after Contract Award. When only one manufacturer or trade name is specified, no substitutions will be permitted, except by written authorization from the Implementation Manager and Engineer.
- C. Options: Several products, materials, equipment or Construction methods listed as being equally acceptable in the Contract Documents. The Contractor has the option of choosing among the named.

1.03 SUBSTITUTIONS:

- A. If products indicated in the Contract Documents are unavailable beyond the control of the Contractor or if the particular use of a product is not indicated in the Contract Documents, the Contractor shall make a written Substitution Request.
- B. The burden of proving the quality of a product rests upon the party making the request for substitution.
- C. Substitution Requests: Each request shall be made on Contractor's Letterhead and shall include the following:
 - 1. Original product items and the proposed substitution identification, including manufacturer's name, address, and phone number.
 - 2. Complete schedule of changes in the Contract Documents or work schedule, which must be made to permit use of proposed substitution.
 - 3. Provide reports, technical data, photos, installation data, warranty information, and maintenance requirements for the use and care of the proposed substitution.
 - 4. Name, address, and reference phone number of similar projects at which the product has been installed for a minimum of three years.
 - 5. Installed and projected maintenance cost differences, if any, between original and proposed product.
 - 6. List local source or distributor if not directly serviced or provided by the Manufacturer.
 - 7. Provide samples, as applicable, or upon the Implementation Manager and Engineer's request.
 - 8. Vegetation substitution written requests shall be accompanied by two (2) color photos showing scaled height and width, or an actual example of a typical plant representation,

the nursery name and phone number, availability requirements. Acceptance of the typical plant sample does not alter the Engineer's right-of-rejection as indicated in Section 02950 Landscaping.

- D. If a Proposal Substitution is approved by the Implementation Manager and Engineer, an Addendum will be issued. Unless substitutions are received and approved as described above, the successful Bidder shall be responsible for furnishing materials and products in accord with Contract Documents.
- E. In the event that specified items cannot be delivered to the job site and incorporated into the Work at such time and in such quantities as to not cause delay, then the Contractor may request a substitution. Materials shall not be ordered until the Implementation Manager and Engineer's written approvals are received by the Contractor. The Contractor shall provide any price increase or decrease verification with the submittal.
- F. No increase in the contract unit price will be allowed on substitutions made after receipt of bids. If any Substitution provides a cost savings, the Contract price will be adjusted by the Substitution Change Order, and the Implementation Manager shall be credited the new savings.

PART 2 - EXCLUDED

PART 3 - EXCLUDED

END OF SECTION

CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section specifies administrative and procedural requirements for Project Close-Out, including, but not limited to, observation procedures, Project Record Document submittals and Maintenance Manual submittals.
- B. Close-Out requirements for specific construction activities are included in other specification sections and shall be addressed as indicated in those sections.

1.02 DEFINITION:

- A. Close-out: The general requirements near the end of the Contract Time, in preparation for Final Acceptance, Final Payment, acceptance by the Owner, and similar actions evidencing completion of the work. The time of Close-out is recognized to be directly related to "Substantial Completion," and therefore may be a single time period for the entire Work. The time variation, if any, shall be applicable to other provisions of this Section, regardless of whether resulting from "phased completion" originally specified by the Contract Documents or subsequently agreed upon by the Implementation Manager, Engineer, and the Contractor.

1.03 SUBMITTAL PROCEDURES:

- A. After the Contractor receives an executed copy of "A Notice of Substantial Completion" for the Project, it shall, in order to insure an orderly and efficient transfer of the Project to the Owner, prepare, assemble and transmit the documents, brochures and drawings herein required in one package. Piecemeal delivery of separate elements of the documents will not be accepted.
- B. Unless additional quantities are specified elsewhere, submit items in triplicate (3 copies).

1.04 SUBSTANTIAL COMPLETION:

- A. The Implementation Manger and Engineer shall observe the Work for substantial completion acceptance upon written request by the Contractor at least (10) days before the anticipated date of the observation visit.
- B. The Implementation Manager and Engineer shall review the Work and prepare a punch list of items to be repaired or replaced. This shall be issued to the Owner and Contractor.
- C. When the Contractor has stated the Punch List items have been completed, has issued the record drawings to the Implementation Manager and Engineer, and has set a date for an observation visit, the Implementation Manager and Engineer will repeat the observation visit for final acceptance. The Implementation Manager and Engineer will review the Contractor's record drawings set for approved, marked changes and variations from the original contract drawings.
- D. If items on the punch list have not been completed satisfactorily to the Implementation Manager and Engineer, a final punch list will be prepared by the Implementation Manager and Engineer and issued to the Contractor.

1.05 FINAL ACCEPTANCE:

A. Prior to requesting the Implementation Manager and Engineer's final observation visit for Certification of Final Acceptance and Final Payment, the Contractor shall complete the following and list known exceptions:

1. Submit a copy of the Final Punch List, stating that each item has been completed or otherwise resolved for acceptance. The Implementation Manager and Engineer will repeat the observation visit when requested by the Contractor to review completion of Final Punch List. If the Contractor requests an observation visit and previously indicated items to correct have not been addressed, the Contractor will be responsible for the incurred expenses of the Implementation Manager and Engineer for such observation visits.
2. Perform final cleaning as specified in the Site Cleaning section.
3. Submit required Close Out Submittals listed herein.
4. Submit final payment request with final releases and reports not previously submitted and accepted.

B. CLOSE-OUT SUBMITTALS:

1. Statutory Affidavit (Contractor): Before final acceptance of the Work, the Contractor shall furnish a Statutory Affidavit in the exact form as attached to this section.
2. Notice of Substantial Completion and Certificate of Completion (Final): A notice of Substantial Completion for the Project will be prepared by the Implementation Manager and Engineer for the purpose of establishing a date when the Project is sufficiently complete and suitable for the use it is intended, including identification of a Punch-List. Submit a Certificate of Completion (Final) on final observation of the Project verifying that Punch-List items are complete, and that all closing documents are in order, as shown by the accompanying Project Close-Out Check-Off List, that all final payments are in order, and establishing a Date of Final Acceptance.
3. Record Drawings and Specifications: Submit record drawings and specifications as specified in Project Record Documents section. Secure Implementation Manager's and Engineer's review and acceptance of documents.
4. Maintenance and Operations Manuals: Submit organized and assembled bound loose-leaf maintenance and operations manuals for planting, concrete brick pavers, and concrete interlocking pavers, and as otherwise required in the specifications. Bind in individual heavy-duty, two-inch, three-ring binders, with pocket folders for folded sheet information and dividers with labeled index tabs. Label each manual on front and spine of binding indicating name of project, and nature of information. Include in manuals the following:
 - a. Name, address and phone numbers of:
 - i. Contractor
 - ii. Local supplier
 - b. Spare parts list
 - c. Warranties

- d. Inspection procedures
 - e. Recommended maintenance cycles
 - f. Cleaning requirements and instructions
 - g. Shop drawings and product data
5. Material and services lists: Submit list of suppliers who provided materials and services for the project. Indicate company names, addresses, phone numbers and personnel to contact in case of problems or for information. List shall be typed in a legible and organized format.
6. Any FTA Close Out forms presented and documentation requested.
7. Contract Close Out Forms Provided: At Project completion, complete the following: Contract Close Out Check-Off List, Contract Close Out Statutory Affidavit, and Contract Close Out Certificate of Completion (Final).

CONTRACT CLOSE-OUT
CHECK-OFF LIST

<u>DOCUMENTS</u>	<u>COPIES REQD</u>	<u>NO. OF COPIES</u>	<u>DATE RECEIVED</u>
Statutory Affidavit	<u>3</u>	_____	_____
Contract Closeout	<u>3</u>	_____	_____
Record Drawings and Specifications	<u>3</u>	_____	_____
Maintenance Instructions & Manual	<u>3</u>	_____	_____
Punch-List Items Completed	<u>3</u>	_____	_____
Notice of Substantial Completion	<u>3</u>	_____	_____
Certificate of Completion (Final)	<u>3</u>	_____	_____
Certificate of Final Payment to Contractor	<u>3</u>	_____	_____
Contractor's Affidavit of Payment of Debts and Claims, AIA G706	<u>3</u>	_____	_____
GDOT Materials Certification letter	<u>3</u>	_____	_____
Final DBE form	<u>3</u>	_____	_____

I certify that, being familiar with the Contract Documents for this Project, to the best of my knowledge, the items checked off hereinabove constitute all that are applicable to this Project.

Date Submitted to the Implementation Manager _____

Date Submitted to the Engineer: _____

Contractor

Implementation Manager

By

By

Engineer

By

**CONTRACT CLOSE-OUT
STATUTORY AFFIDAVIT**

STATE OF _____ COUNTY OF _____

FROM _____

(Contractor)

TO: _____

RE: Contract entered into the _____ day of _____, 20____, between

the abovementioned parties for the construction of _____

_____ at _____

KNOW ALL BY THESE PRESENTS:

1. The undersigned hereby certifies that all Work required under the above contract has been performed in accordance with the terms thereof, that all material-persons, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.
2. The undersigned further certifies that to the best of his or her knowledge and belief there is no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.
3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Implementation Manager and Engineer from any and all claims under or by virtue of the contract.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20_____.

By: _____

Title: _____

Personally appeared before the undersigned, _____ who, after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are true.

Notary Public

This _____ date of _____, 20____.

My commission expires ____.

**CONTRACT CLOSE-OUT
CERTIFICATE OF COMPLETION (FINAL)**

PROJECT NAME: _____

CONTRACTOR: _____ (Name, Address)

TO: (Implementation Manager)

Date of Contract: _____ Date
of This Certificate: _____ Source
of Funds: _____

**THIS CERTIFICATE COVERS THE ENTIRE PROJECT UNDER THE INTERSECTION IMPROVEMENT
CONSTRUCTION CONTRACT**

By execution of this document, the Contractor, Implementation Manager, and Engineer each certify that the work performed under this Contract has been reviewed at a Final Observation on _____, and found to be complete as verified by the attached project Close-Out Check-Off list, and the Owner accepts the Project as complete on the last date of this Certificate. Final payment to the Contractor is authorized. Execution and acceptance of this Certificate by the Owner, shall in no way waive or void any conditions of the Contract Documents.

A notice of Substantial Completion has been issued establishing _____, as the date of occupancy and the commencement of all Warranties and Guarantees required by the Contract Documents. The Owner assumed responsibility for insurance, utilities and routine maintenance, as of _____.

CONTRACTOR BY DATE

IMPLEMENTATION MANAGER BY DATE

ENGINEER BY DATE

END OF SECTION

SITE CLEANING

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section covers, as a direct result of Intersection Improvement Construction, the minimum work standards of site cleanliness, cleanup frequency, equipment, materials, and labor needed to maintain site conditions in a neat, tidy, and safe manner.
- B. The Contractor shall refer to other Specification Sections for specific Section cleanup requirements, which supplement this Section.
- C. The Contractor shall be responsible for the proper disposal and related expenses incurred for debris, waste materials, rubbish, and plant trimmings generated by his Work or workers under this Contract.
- D. If Contractor fails to maintain a Project or to clean up prior to date of Substantial Completion, the Implementation Manager may do so after giving written notice to the Contractor and the cost will be charged to the Contractor.

1.02 WORK NOT INCLUDED:

- A. The Contractor's Work shall not include, unless directly soiled by the Contractor or workers:
 - 1. Building interior or exterior surfaces, including windows, floors, and building finishes.
 - 2. Pavement power washing.
 - 3. Debris, rubbish, waste materials, and other trash disposal generated by others.

1.03 DEFINITIONS:

- A. Clean: For the purpose of this Section and except as specifically provided otherwise, clean shall be interpreted as meaning free from dust, soil, rocks, and other debris material capable of being removed by use of reasonable effort, a backpack blower, shovels, rakes, and hand-held brooms.

1.04 QUALITY ASSURANCE:

- A. While Work is being performed, the Contractor shall conduct daily inspections prior to day's end to verify cleanliness requirements are being and have been met.
 - B. The Contractor shall comply with any and all pertinent requirements of governmental agencies having jurisdiction, in addition to the requirements of this Section.
 - C. No site debris, rubbish, rocks, or waste materials shall be buried or burned within the job site. D.
- No cleaning materials, equipment, or vehicles will be permitted that will harm or damage humans, vegetation, animals, the environment, soil, or the Project finishes.

- E. Cleaning, blowing, or washing that will cause damage to adjacent or freshly finished surfaces, such as wet paint, concrete, or caulking, shall be performed only after surfaces have dried or cured.
- F. The Contractor shall be responsible for the repair or replacement of items damaged by his Work's cleanup operations.

PART 2 - PRODUCTS

2.01 MATERIALS AND EQUIPMENT:

- A. The Contractor shall provide brooms, blowers, rakes, shovels, hoses, tools, and all other items necessary for proper execution of cleanup operations described in this and other Specification Sections.
- B. Only cleaning materials, which are compatible with the surface being cleaned, as recommended by the product manufacturer, shall be used for cleanup Work.

PART 3 - EXECUTION

3.01 STORED ITEMS:

- A. The Contractor shall retain stored items in an orderly arrangement, allowing maximum access, not impeding traffic, not altering drainage, and providing required protection of stored items and materials.
- B. The Contractor shall be responsible for adequate containers and storage for all items generated by this Contract awaiting removal from the job site.
- C. No items shall be stored or left uncontained that will cause fire, or harm in any way humans, the environment, equipment, other Project Work, or items on or off site.
- D. The Contractor shall at least twice a week, or more often if necessary, completely remove all dead vegetation, debris, scrap, and waste material from the job site.

3.02 PROGRESS CLEANING:

A. Task-to-Task Cleaning:

- 1. As required preparatory to installation of succeeding materials or tasks, the Contractor shall clean the structures, surfaces, areas, or pertinent portion thereof to the degree of cleanliness as not to hinder or harm Work or workers.

B. Daily Cleaning:

- 1. During on-site Work, the Contractor shall on a daily basis or more frequently pick-up all tools, scrap, equipment, debris, and waste material generated by Work in this Contract.
- 2. The Contractor shall neatly stack or deposit equipment, materials, and tools that remain on-site in the area designated by the Implementation Manager for their storage. At the time of bidding this project, there are no provisions for on-site storage.

3. Debris and waste materials shall be removed from any area, which prevents or hinders pedestrians and the Work of another Contractor.

C. Weekly Cleaning:

1. On a weekly basis, or more frequently if necessary, the Contractor shall inspect materials installed or stored on the job site.
2. The Contractor shall sweep first, then blow by backpack blower, paved surfaces within and adjacent to his Work.
3. The Contractor shall properly dispose off site all debris, dead or damaged plants, and scrap material collected during the week, or more frequently if necessary.

3.03 FINAL CLEANING:

- A. Prior to completion of Work and Preliminary Project Walk-through, the Contractor shall remove from the job site all temporary tags, tools, unnecessary labels, surplus material, equipment, scrap, debris, trimmings and waste generated by Intersection Improvement Construction.
- B. Unless otherwise specifically directed by the Implementation Manager and Engineer, the Contractor shall broom clean paved areas, blow by backpack blower, and completely remove resultant debris resulting from the result of the Intersection Improvement Construction.
- C. The Contractor shall schedule final cleaning, as approved by the Implementation Manager, to enable the Implementation Manager to accept a completely clean Improvement of sidewalks, curbing and street lighting .
- D. Upon completion of the Implementation Manager and Engineer's Punch List items, the Contractor shall repeat Final Cleaning as necessary in areas soiled prior to Implementation Manager and Engineer's Final Site Acceptance.

END OF SECTION

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SCOPE:

- A. This Section includes provisions and requirements for maintaining Field and Final Project Record Drawings and specifications for duration of construction.
- B. Project Record Documents shall be maintained by the appropriate Contractor for all Project Construction as described in Section 01010 of these Specifications.

1.02 SUBMITTALS:

- A. Project Record Drawings: Submit complete undamaged bound set of prints of Contract Drawings with recorded modifications and As-Built installations as part of Contract Close-Out Documents.
- B. Final Project Record Specifications: Submit complete undamaged bound set Project Manual with recorded modifications as part of Contract Close-Out Documents.
- C. If Final Project Record Sets of Contract Drawings and the Project Manual are damaged, soiled, illegible and unacceptable in the opinion of the Engineer, a new set of documents will be provided to Contractor upon request. Transfer recorded data onto set provided or another complete, undamaged, unsoiled set that Contractor may have in its possession for submittal as specified.

1.03 QUALITY ASSURANCE:

- A. Assign responsibility to one person on Contractor's staff, if not the Contractor, to maintain Project Record Documents throughout duration of project.
- B. Prior to submittal of Project Record Documents, enter name and dated signature of person responsible for maintaining project record documents on title sheet on Contract Drawings and cover of Project Manual attesting to the accuracy, completeness and correctness of data recorded.
- C. Prior to submittal of monthly Application for Payment, request the Implementation Manager to review current conditions of Field Record Documents. Failure to maintain Field and Record Documents in a current, up-to-date condition may be considered a justifiable reason for withholding payment until documents are properly updated as required by this Section.

PART 2 - PRODUCTS

2.01 DOCUMENTS:

- A. Field Set: Promptly following receipt of Implementation Manager's Notice to Proceed, request from the Engineer, at no charge to the Contractor, one complete set of all Contract Documents.

- B. Final Record Documents: At a time nearing the completion of Work, request from the Engineer, at no charge to the Contractor, one complete set of electronic files of all Drawings.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS:

- A. After Award of Contract, secure from Engineer one complete set of Contract Drawings and Project Manual to be established as Field Project Record Documents. Identify documents by stamping each sheet of Contract Drawings and cover of Field Project Manual with the title "RECORD DOCUMENTS - JOB SET" in red.
- B. All changes to the Work shall be duly recorded on a daily or continuous basis to provide accurate information relative to the Work as constructed in the field, both visible and concealed, such as actual below grade depths, location descriptions, and material crossings. Field Record Documents shall be maintained on the jobsite or with the Prime Contractor for reference review at any time by the Implementation Manager and Engineer.
 - 1. The Engineer shall supply one electronic set of the following Project Documents to the Prime Contractor to be maintained for the Field Record Documents:
 - a. Drawings (Full sized set)
 - b. Specifications
 - c. Addenda (if any)
- C. Maintain record documents at job site with accurate record of modifications and as-built conditions. Coordinate modifications and existing conditions in variance with Contract Documents making adequate and proper entries recorded on project record set.
- D. Do not use Field Project Record Document set for construction purposes. Protect Field Record Documents from loss, damage or deterioration in a secure location, safe from potential fire hazard. Provide access to record documents to the Implementation Manager and Engineer for review or reference during normal working hours.
- E. Make entries on Field Record Documents using (a) colored pencil(s) or pen(s). The Contractor may use different colors to distinguish variations in changes as required. Describe modifications, deviations and as-built conditions by clear, concise notes and graphic representations. Date all entries. Make entries as work is being performed or completed throughout duration of construction immediately after receipt of information.
- F. Contact the Implementation Manager and Engineer on a current basis, of all changes in the Work made during the construction affecting the Intersection Improvement Construction.

3.02 FIELD RECORD DRAWINGS:

- A. Maintain complete set of clean, unsoiled and undamaged bound prints of Contract Drawings for recording actual project conditions and installations.
- B. Mark drawings as work progresses to indicate the following:
 - 1. Actual installation of work varying with Contract Documents.
 - 2. Existing conditions in variance with Contract Documents.

3. Construction change directives or written orders issued affecting the Work as related to Contract Drawings.
4. Change Order modifications with corresponding identification number.
5. Addenda issued affecting Contract Drawings.
6. Cross-references to supplemental drawings issued marked at corresponding locations on Contract Drawings.
7. Corrections or changes in dimensions or locations of elements in the Project.
8. Concealed elements that would be difficult to measure and record at a later date.

3.03 PROJECT RECORD SPECIFICATIONS:

- A. Maintain complete set of clean, unsoiled and undamaged bound copy of the Field Project Manual, including Addenda, Change Orders, Construction Change Directives and written orders issued, for recording actual project installations and modifications.
- B. Mark in Field Project Manual as work progresses to indicate the following:
 1. Variations in actual work performed in comparison with text of Specifications and Modifications.
 2. Addenda issued affecting Project Manual.
 3. Change Order modifications as applicable with corresponding identification numbers.
 4. Construction change directives or written orders issued affecting the Work as related to the Project Manual.
 5. Actual materials or products installed where selection is required. Enter substitutions if selected, where applicable.
 6. Record actual materials or products installed in appropriate paragraphs in specification sections where specified by reference standard, performance or description.
 7. Cross-references to supplemental drawings issued where applicable.

3.04 FINAL RECORD DOCUMENTS:

- A. When the Work is nearing completion, the Contractor shall request from the Engineer an electronic set (DGN preferred) of Project Drawings to be used to transfer all As-Built changes from the Field Record Documents to these Final Record Drawings.
- B. All As-Built changes shall be clearly transferred to the electronic set indicating areas by "clouds" and date of change.
- C. If Field Record Specifications have been kept reasonably clean and in order, they shall be used as the Final Project Record Specifications.
- D. If the Field Record Specifications are reviewed by the Implementation Manager and Engineer and are not in a proper or easily read condition, the Engineer shall issue a clean set of specifications to the contractor for transfer of Field changes into the new copy. The Contractor shall be responsible for the reproduction cost for the clean set.

3.05 FINAL REVIEW:

- A. Upon completion of transfer of As-Built information to Final Record Documents, submit Final Drawings (in PDF and DGN format), Specifications, and any other Final Record items, to the Engineer for review. The Contractor shall attend any review meetings as may be required to correct or clarify submitted information.
- B. The Contractor shall make all required corrections and changes to the Final Record

Documents and promptly deliver completed Documents for the Engineer's final review and transfer to the Implementation Manager for his or her final records.

END OF SECTION

SELECTIVE DEMOLITION

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected site elements.
 - 2. Repair procedures for selective demolition operations
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
 - 2. Division 2 Section "Site Clearing" for site clearing and removal of above- and below-grade improvements.
 - 3. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.
 - 4. GDOT Standard Specifications for Construction of Transportation Systems (2021 Edition) Sections 201, 205, 209, 210, 214, and 215.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Locations of temporary partitions and means of egress
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 PROJECT CONDITIONS

- A. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 3. Protect existing site improvements, appurtenances, and landscaping to remain.
 4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 5. Dispose of demolished items and materials promptly.
 6. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

- B. Existing Facilities: Comply with construction manager's requirements for using and protecting stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by owner.
 - 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
 - 1. Clean and repair items to functional condition adequate for intended reuse.
 - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - 3. Protect items from damage during transport and storage.
 - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- F. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION

**DEPARTMENT OF
TRANSPORTATION STATE OF
GEORGIA**

SUPPLEMENTAL SPECIFICATION

**Section 107 – Legal Regulations and Responsibility to the
Public**

Delete Section 107 and Substitute the following:

107.01 Laws to Be Observed

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on The Work, or which in any way affect the conduct of The Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, decrees, and permits; and shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, code, regulation, order, decrees, and permits, whether by himself, his employees, subcontractors, or agents.

107.02 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of The Work.

107.03 Patented Devices

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Department for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of The Work.

107.04 Restoration of Surfaces Opened By Permit

The right to construct or reconstruct any utility service in the highway or street and to grant permits for the same at any time, is expressly reserved by the Department for the proper authorities of the municipality or county in which The Work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or highway, or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the street or highway must secure a permit from the Department. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the street or highway. When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as Extra Work, or as provided in the Specifications, and will be subject to the same conditions as original work performed.

107.05 Federal-Aid Provisions

When the United States Government pays all or any part of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor, and The Work shall be subject to the

inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

107.06 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

107.07 Public Convenience and Safety

The Contractor shall at all times so conduct The Work as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor as specified under Subsection 104.05, Subsection 107.09, Section 150, the Project Plans, and Special Provisions.

Traffic whose origin and destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise specified in the Plans or Special Provisions. The ingress and egress includes entrance and exit via driveways at the various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment on the project at all times, particularly during inclement weather, to ensure that ingress and egress are provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved. The Contractor shall not stop traffic without permission granted by the Engineer.

All equipment used on The Work shall come equipped with factory-installed mufflers, or manufacturer's recommended equivalent, in good condition. These mufflers shall be maintained in good condition throughout the construction period.

107.08 Railroad-Highway Provisions

All work to be performed by the Contractor on a railroad company's right-of-way or property shall be done in a manner satisfactory to the chief engineer of the railroad company, or his authorized representative, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the railroad company. The Contractor shall use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delay or interference with the railroad company's trains or other property, or property of tenants of railroad company.

The Contractor shall notify the railroad company and obtain its approval before commencing work on the railroad company's right-of-way or property.

The Contractor shall determine what measures are required by the railroad company to protect its operations and right-of-way or property during construction. Such protection may include the use of a flagger or flaggers provided by the railroad company. The Contractor shall be responsible for ensuring that the required protection is provided and shall pay the railroad company directly for any and all such services which may be required to accomplish the construction unless otherwise specified.

Any temporary grade crossings or other means needed during construction by the Contractor for transporting materials of any nature and/or equipment across the railroad tracks will be the responsibility of the Contractor to handle directly with the railroad company and bear all costs incidental to such crossings including flagging services provided by the railroad company.

A "Special Provisions for the Protection of Railroad Interests" may be included in the proposal to stipulate insurance and other requirements of the railroad company.

107.09 Barricades and Danger, Warning, and Detour Signs

The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these Specifications, Project Plans, Special Provisions, and the MUTCD, and take all necessary precautions for the protection of the work and safety of the public.

Unless otherwise specified, all traffic control devices furnished by the Contractor shall remain the property of the Contractor.

107.10 Forest Protection

In carrying out work within or adjacent to State or National Forests, or any other forests, parks, or other public or private lands, the Contractor shall obtain necessary permits and comply with all of the regulations of the appropriate authorities having jurisdiction over such forest, park, or lands. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the appropriate authority.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires; to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them; and to extinguish or aid in extinguishing nearby fires.

107.11 Construction Over or Adjacent to Navigable Waters

A. Navigation to Be Protected

Since navigable waterways are under the jurisdiction of the United States Coast Guard and/or the United States Army Corps of Engineers, all work done in, over, on or adjacent to such waters shall comply with their requirements. Free navigation shall not be impeded, and navigable depths shall be maintained.

The Contractor shall comply with permits issued by the United States Coast Guard and/or the United States Army Corps of Engineers, and the Contractor shall obtain and comply with other permits in accordance with the requirements of Subsection 107.02

Special Provisions for environmental protection may be included in the proposal to stipulate environmental commitments and other requirements.

B. Obstructions to be Removed

When the construction has progressed enough to permit removal, all falsework, piling and other obstructions shall be removed to the satisfaction of the Federal agency having jurisdiction. In all cases such clearing must be done thoroughly before The Work will be accepted by the Department.

107.12 Use of Explosives

When the use of explosives is necessary for the prosecution of The Work, the Contractor shall exercise the utmost care not to endanger life or property, and shall obey all State, Federal and other Governmental regulations applying to transportation, storage, use, and control of such explosives. The Contractor shall be completely responsible for any and all damage resulting from the transportation, storage, use, and control of explosives in the prosecution of The Work by the Contractor, the Contractor's agents, or employees; and shall hold the Department harmless from all claims of damages resulting in any manner therefrom.

The Contractor shall notify each public utility owner having structures or other installations, above or below ground, near the site of The Work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the utility owners to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for all damages resulting from his blasting operations.

All explosives shall be stored securely in compliance with all laws and ordinances, and all such storage places shall be clearly marked DANGEROUS EXPLOSIVES. Explosives and detonators shall be stored in separate storage facilities in separate areas. Where no laws or ordinances apply, locked storage shall be provided satisfactory to the Engineer, never closer than 1,000 ft (300 m) from any travel-road, building, or camping area.

In all cases where the transport, storage, or use of explosives is undertaken, such activities shall be controlled and directed by fully qualified representatives of the Contractor.

Whenever electric detonators are used, all radio transmitters shall be turned off within a radius of 500 ft (150 m). No blasting supplies shall be transported in vehicles with two-way radio unless the transmitter is turned off, or extra shielding precautions are taken. Appropriate signs shall be placed so as to give ample warning to anyone driving a vehicle equipped with two-way radio. Electrical detonators will not be used within 500 ft (150 m) of a railroad.

Submit a blasting plan to the Engineer a minimum of five working days prior to use of explosives that provides details of the proposed blasting plan, including, but not limited to, the type and amount of explosives, the shot sequence, the description of and distance to the closest inhabitable structure, and other information as requested by the Engineer. Submission of blasting plan does not relieve the contractor of the responsibility for the adequate and safe performance of the blasting.

107.13 Protection and Restoration of Property and Landscape

A. General Provisions

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the Contract. The Contractor shall use suitable precaution to prevent damage to all underground structures, whether shown on the Plans or not, and shall protect carefully from disturbance or damage, all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authority.

The Contractor shall be responsible for all sheet piling, shoring, underpinning, etc., as may be required for the protection of abutting property, nearby buildings, streets, and the like.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of The Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing The Work, or at any time due to defective work or materials, and said responsibility will not be released until the Project shall have been completed and accepted.

When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact archeological authorities and the Office of Environmental Services to determine the disposition thereof. When directed by the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities. Such excavation will be considered and paid for as Extra Work.

When the Contractor's normal operations are delayed by such stoppage or extra work, an appropriate time extension will be granted.

The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum.

No resident or business shall be denied vehicular access to their property for any length of time other than as determined by the Engineer is absolutely necessary. Where two or more existing driveways are present for a business, only one existing driveway shall be closed at any time. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing, and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris are removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described above shall be in addition to that required by Subsection 104.07, "Final Cleaning Up" and Subsection 105.16, "Final Inspection and Acceptance".

B. Erosion and Siltation Control

The Contractor shall take all necessary measures throughout the life of the Project to control erosion and silting of rivers, streams, and impoundments (lakes, reservoirs, etc.). Construction of drainage facilities as well as performance of other Contract work which will contribute to the control of erosion and siltation shall be carried out in conjunction with clearing and grubbing, and earthwork operations as stipulated in Section 161.

C. Pollution

The Contractor shall exercise every reasonable precaution throughout the life of the Contract to prevent pollution of rivers, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage and other harmful waste shall not be discharged into or alongside rivers, streams, and impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with the applicable regulations of other State and Federal departments and to all governmental statutes relating to the prevention and abatement of pollution.

D. Insect Control Regulations

The Plant Pest Control Division of the U.S. Department of Agriculture and the Georgia State Department of Agriculture restrict the movement of certain items from areas infested with Japanese Beetles or Imported Fire Ants so as to prevent the spread of these pests to non-infested areas. Where insect infested areas are shown on the Plans, Contractors will control their operations in such a manner as to comply fully with the requirements of Section 155.

E. Reclamation of Material Pits and Waste Disposal Areas

Whenever or wherever the Contractor obtains material from a source or wastes material on an area other than within the Right-of-Way, regardless of the fashion, manner or circumstances for which the source or area is obtained, it shall be reclaimed in accordance with the requirements of Section 160.

F. Mailboxes

The property owner shall have the responsibility for removing and relocating the mailbox to an area outside construction limits.

The Engineer will mark a point for the relocation of the box. The stake should be set so that the location of the box will be convenient to both the mail carrier and the patron, yet not interfering with the proposed work. It may be necessary for the Engineer to confer with the Post Office serving the area.

The Contractor shall notify each affected owner, in writing, that their mailbox is in conflict with the proposed construction, that they have ten days to relocate the box and that, after the expiration of the 10 days' notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way.

Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

G. Failure to Comply

Failure of the Contractor to comply with any of the above provisions or to install erosion prevention items included in the Contract at the time specified, will be evidence of omission and neglect, and the Contractor will be liable for damages as outlined in Subsection 107.13.H below. Furthermore, the Engineer shall withhold payment on all Contract Items until such time as the Contractor complies in full with all of the aforesaid provisions.

H. Payment for Damages

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

I. Compensation

All costs pertaining to any requirement contained herein shall be included in the overall Bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

107.14 Load Restrictions

It is hereby agreed between the Department and the Contractor that in the performance of The Work under the Contract, the following load restrictions and stipulations shall be in full force and effect during the life of the Contract:

A. Parties Affected

The load restrictions and stipulations contained herein shall be applicable to the equipment of the Contractor; each agent or subcontractor employed by the Contractor; and each person or persons, firm, partnership, corporation or any combination thereof, hauling materials, supplies or equipment to or on the Project, by or for the Contractor.

B. Within Project Limits

No hauling equipment which is loaded beyond those limits provided by State Law shall be permitted on any portion of the new or existing pavement structure except that such loads will be permitted on nonstabilized bases and subbases prior to placing roadway paving subject to the provisions of Subsection 107.17.

Axle loads and gross weight limits will be evaluated in accordance with current Georgia Law.

All damage caused by any equipment to any permanent installation or portion of The Work shall be promptly repaired by the Contractor at his expense. When it becomes necessary to cross existing pavement with excessive loads, the Contractor shall provide and remove, at his own expense, proper cushioning by means of earth blanket or otherwise as directed.

C. Outside Project Limits

All equipment users included in Subsection 107.14.A, above, operating equipment on roads outside the Project limits shall be governed by the following regulations:

1. No vehicle shall carry any load in excess of that specified by Georgia Law.
2. On County System roads the maximum total gross weight shall not exceed 56,000 lbs. (25,400 kg) unless a vehicle is making a pickup or delivery on such roads.
3. For a specific individual trip the above weight limitations may be exceeded provided a special permit is obtained from the Department for each such movement. A special permit will not relieve the Contractor of liability for damage that may result from such a movement. Refer to O.C.G.A §32-6-26 Weight of Vehicle and Load, SB54 (2011) for compliance with weight limitations and exceptions.
4. Authorized personnel of the Department of Public Safety shall be permitted to weigh each truck hauling material to the Project whenever the Department so desires. The owner of each truck shall instruct his operators to cooperate with and assist the truck weighers in every way possible.
5. A Certified Public Weigher operating under the provisions of Standard Operating Procedure 15 shall not dispatch any vehicle loaded with material to be incorporated into the Project when the gross vehicle weight exceeds the limit established by law.
6. Ready Mix Concrete trucks shall comply with load restrictions as specified in Laboratory Standard Operating Procedure 10, "Quality Assurance for Ready-Mixed Concrete Plants in Georgia."

D. Responsibilities

It will be the responsibility of the Contractor to advise his personnel, and all equipment users included in Subsection 107.14.A, as to the load restrictions and stipulations contained herein.

E. Excess Loads and Violations

If multiple violations assignable to a given Certified Public Weigher are occurring, that Certified Public Weigher may be suspended from weighing materials dispatched to Department of Transportation projects.

107.15 Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Department, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding The Work; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the Department for such purpose may be withheld for the use of the State; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Department; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

107.16 Opening Sections of Project to Traffic

Whenever any bridge or section of roadway is in acceptable condition for travel, the Engineer may direct that it be opened to traffic, whether or not the opening was originally provided for, and such opening shall not be held to be in any way an acceptance of the bridge or roadway, or any part thereof, or as a waiver of any of the provisions of the Contract. Necessary repairs or renewals made on any section of the roadway or bridge thus opened to traffic under instructions from the Engineer, due to defective material or work, or to any cause other than ordinary wear and tear, pending completion and acceptance of the roadway, bridge, or other work, shall be done by the Contractor, without additional compensation. Also, the Contractor shall not receive additional compensation for completing the Work except as specified in Subsection 104.03.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of work, the Engineer may so notify him in writing and establish therein a reasonable period of time in which the Work should be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion in this period of time, the Engineer may then order all or a portion of the Project opened to traffic. On such sections which are so ordered to be opened, the Contractor shall conduct the remainder of his construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the Work by reason of opening such section to traffic.

On any section opened to traffic under any of the above conditions, whether stated in the Special Provisions or opened by necessity of Contractor's operations, or unforeseen necessity, any damage to the highway not attributable to traffic which might occur on such section (except slides) shall be repaired by the Contractor at his expense. The removal of slides shall be done by the Contractor on a basis agreed to prior to the removal of such slides.

107.17 Contractor's Responsibility for the Work

From the first day the Contractor begins work, or from the date Contract Time commences, whichever occurs first, until written final acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except that the Department may, in its discretion, reimburse the Contractor for the repair of damage to The Work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or of governmental authorities. The Contractor's responsibility for damages and injuries is defined in Subsection 104.05.A.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

107.18 Acquisition of Right-of-Way

Rights of Way for the project will be obtained by the Department, in coordination with local governments and others. However, the Contractor's access to the portions of the right-of-way may be restricted. Where such

restrictions are known in advance to the Department they will be listed in the bid proposal. Delays to the progress of the Work may be encountered because of restricted access to portions of the right-of-way. When such delays occur, whether caused by restrictions listed in the bid proposal or restrictions that develop after the Contract is signed, the parties agree in executing the Contract that such delays do not constitute breach of the Contract. Delays in availability of right-of-way beyond those listed in the bid proposal, or that develop after the Contract has been signed, that impact the controlling Item or Items of the Work will not be charged against the Contract Time. Additional compensation for such delays shall not be paid, except as provided in Subsection 105.13, "Claims for Adjustments and Disputes," or Subsection 109.09, "Termination Clause." In the event the Department is unable to acquire right-of-way needed for the project, resulting in delay to or termination of the project, such situation will also be controlled by this Section, and will not constitute a breach of the Contract by the Department.

107.19 Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Board, Commissioner, Chief Engineer, their agents and employees, by the Contract, there shall be no liability, either personally or as officials or representatives of the Department, it being understood that in all such matters they act solely as agents and representatives of the Department.

107.20 No Waiver of Legal Rights

Upon completion of The Work, the Department will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Department from correcting any measurement, estimate, or certificate made before or after completion of The Work, nor shall the Department be precluded or estopped from recovering from the Contractor or his Surety, or both, such over-payment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the Contract. A waiver on the part of the Department of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

107.21 General Description

The Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the Department. The WUCS shall recommend the rate of recurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the Department of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a Progress Schedule Chart, immediately following the receipt of the Notice to Proceed unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with Section 108.03 or elsewhere in the Contract documents.

A. Qualifications

The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The Department does not provide any training on GUFPA but will maintain a list of the Georgia Public Service Commission certified training programs developed by other agencies. Currently the following companies offer approved GUFPA training programs:

Associated Damage Consultants
Phone: 706.234.8218 or 706.853.1362
Georgia Utility Contractors Association
Phone: 404.362.9995

Georgia Utilities Protection Center
Phone: 678.291.0631 or 404.375.6209
H B Training & Consulting
Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime Contractor is responsible for obtaining the GUFPA training for their employees. Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission
244 Washington St. SW
Atlanta, GA 30334-5701
404.463.9784

B. Ticket Status

During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the project limits. This information will be used to assure those planning to use mechanized equipment to excavate or work within the project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

C. Notice

The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Subsurface Utility Engineering Investigation if performed or in the Special Provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the Department of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

D. Agenda

The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the project site and may include photographs of potential/actual utility conflicts.

E. Emergency Response Plan

The WUCS shall prepare an Emergency Utility Response Plan (EURP) within 30 days following the receipt of the Notice to Proceed. The EURP shall indicate the project location (which includes street address and or major intersections / major highway route, if possible with a land mark) that would be reported in case of an emergency, WUCS, Emergency Utility Coordinator (EUC), utility company name, utility company emergency contact information to include but not limited to emergency phone number, response time for emergency, working condition of devices needed to facilitate prompt shut off, and primary point of contact name and phone number for the project.

Emergency Utility Coordinator (EUC) shall be an employee of the Prime Contractor and shall notify the appropriate utility company and/or utility subcontractors in case of an emergency. EURP must include the contact details of the EUC, if WUCS is not the primary emergency utility coordinator for this project.

The plan will also include a means of reporting emergencies and the Utility Emergency Response Information for each company. The WUCS/EUC shall post the EURP in an area readily accessible to the Department and project personnel. Also, WUCS shall distribute the copies of EURP by e-mail and hard copy to GA DOT Area Engineer, GA DOT Construction Project Engineer, Contractor's project manager, superintendent, and all approved subcontractors whose work can be in conflict with utilities facilities, personnel of the each facility/owner/ operator who has facilities within the project limits and keep a copy in close proximity to active construction.

In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS/EUC shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

In order to keep up with the latest / most updated EURP contact information (name and phone numbers); WUCS shall include an item in the agenda of Utility Coordination meeting about the updates / changes in the EURP plan.

The Emergency Utility Response Plan and Emergency Utility Response Information template can be found at the State of Georgia, Office of Utilities Webpage.

F. Submission

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information will be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

G. Delays

Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property may be considered for an extension of Contract Time as provided in Subsection 108.07.E unless such delays are due to the negligence of the Contractor.

H. Facilities Supported on Bridges

If the utility facilities are to be supported on bridges, the following provisions shall apply:

1. The Plans will show the location of the facility and the auxiliary items necessary to support the facility.
2. The Contractor constructing the bridge shall install anchor bolts, thimbles, inserts, or other auxiliary items attached to the bridge as a part of the support for the utility facility. The Utility Company shall furnish these auxiliary items, unless the Contract indicates these items are to be furnished by the Contractor as a part of the bridge construction.
3. The Utility or its subcontractor constructing the utility facility shall install hanger rods, pipe rollers, and other attachments necessary for the support of the utility facility as indicated on the Plans. The Utility Company shall furnish these attachments at no cost to the Department or the prime contractor unless otherwise specified. This work shall also include:
 - a. Caulking the openings around the utility where it passes through endwalls to prevent the passage of undesirable materials.
 - b. Painting the exposed portions of utility supports unless such supports are corrosion resistant. Painting shall be done in accordance with the applicable portions of Section 535, unless otherwise specified.
4. The sequence of bridge construction work may be set forth in the Plans and/or the Special Provisions and will show at what stage of the Work a utility company will be allowed to make the utility installation. Further, all or any portion of The Work under Subsection 107.21.H.3 may be included in the bridge Contract by the Plans and/or the Special Provisions.

5. Any damage to the bridge structure caused by the utility installation shall be repaired to the satisfaction of the Engineer at the expense of the Utility or its subcontractor installing the utility facility.

I. Clearances

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, and National Bureau of Standards. Any additional clearance the Contractor may desire or require in performing The Work shall be arranged by the Contractor with the utility company. The Department will pay no extra compensation for such additional clearances.

J. Utility Relocation Progress Schedule

The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a feasible progress schedule. A suitable Utility Adjustment Schedule form is available from the Department for the WUCS to circulate to utility companies for any proposed project construction staging or should a utility company not duly file a Utility Adjustment Schedule to the Department during the preconstruction phase of the project. The WUCS shall submit a Utility Relocation Progress Schedule showing together the Progress Schedule Chart referenced in Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval. Copies of existing Utility Adjustment Schedules with utility companies having facilities on this project will be made available at the Georgia Department of Transportation, Office of Construction Bidding Administration, located at One Georgia Center, 600 West Peachtree Street, NW, Atlanta, GA 30308, for examination by the Contractor. The Utility Adjustment Schedules are available on-line at: www.dot.ga.gov/partner_smart/contractors/bidding_letting/bidx/default.aspx

K. Compensation

There will be no separate measurement or payment for this Work. The cost associated with this Work shall be included in the overall Bid submitted.

107.22 Hazardous and/or Toxic Waste

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous and/or toxic waste, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, or visible fumes, abnormal odors, excessively hot earth, smoke, or anything else which appears abnormal may be indicators of hazardous and/or toxic wastes and shall be treated with extraordinary caution as they are evidence of abnormal conditions.

The Contractor's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous and/or toxic waste will be made in accordance with the requirements and regulations of the Department of Human Resources and the Department of Natural Resources. Where the Contractor performs work necessary to dispose of hazardous and/or toxic waste, payment will be made at the unit prices for pay items included in the contract which are applicable to such work or, where the contract does not include such pay items, payment will be as provided in Subsection 109.05, "Extra Work."

107.23 Environmental Considerations

A. Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to clearing and grubbing. Particular care shall be exercised along stream buffers, wetlands, open waters and other sensitive areas to ensure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures shown on the plans or as allowed by permit.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans and as specified in Subsection 107.23.E.

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Bridge Construction Over Waterways

Construction waste or debris, from bridge construction or demolition, shall be prevented from being allowed to fall or be placed into wetlands, streams, rivers or lakes.

Excavation, dewatering, and cleaning of cofferdams shall be performed in such a manner as to prevent siltation. Pumping from cofferdams to a settling basin or a containment unit will be required if deemed necessary by the Engineer.

Operations required within rivers or streams, i.e. jetting or spudding, shall be performed within silt containment areas, cofferdams, silt fence, sediment barriers or other devices to minimize migration of silt off the project.

C. Environmental Clearance of Local Material or Disposal Sites

Specific written environmental approval from the Engineer will be required for any local material or disposal sites not included in the Plans. No work shall be started at any potential local material or waste site not shown on the plans prior to receiving said environmental approval from the Engineer. Local material sites are defined as borrow pits, common borrow, base, embankment, sand clay base, topsoil base, soil cement base, granular embankment, asphalt sand, maintenance pits, or stockpiled borrow sources. Disposal sites, as defined in Standard Specification 201.3.05.E.3, may be defined as excess material, common fill, or inert waste.

The Contractor may obtain environmental approval on a site with one of two methods: 1) GDOT provided environmental surveys or 2) environmental surveys obtained by the Contractor at no cost to the Department. The Contractor must choose one method for review and approvals, which will apply to all sites required for a given project, and submit an Environmental Review Notification indicating their chosen method.

1. If the Contractor chooses to obtain their own environmental surveys, they shall be conducted by a consultant(s) prequalified to work with the Department in the following area classes: 1.06(b) – History; 1.06(e) – Ecology; and 1.06(f) – Archaeology. Background research and field methods shall be conducted in accordance with the Office of Environmental Services Environmental Procedures Manual, with documentation in an Environmental Survey Results Memorandum (template available from the Office of Environmental Services).
2. If the Contractor requests that GDOT conduct required environmental surveys, an Environmental Survey Request shall be submitted for each site (template available from the Office of Environmental Services).

Upon receipt of an Environmental Survey Request, the Office of Environmental Services shall provide environmental approval or denial within thirty (30) business days. Upon receipt of an Environmental Survey Results Memorandum, the Office of Environmental Services shall provide environmental approval or denial within ten (10) business days. The Department will not accept requests for review of sites before a Notice to Proceed is issued. Incomplete Survey Requests, surveys that are not conducted by a GDOT prequalified consultant, or surveys that do not meet the required level of field effort or documentation, will be denied by GDOT OES and may require resubmittal.

The Engineer will inform the Contractor in writing as to the approval or denial of environmental clearance. Approvals may be provided upon condition that an Environmentally Sensitive Area (ESA) be designated within or adjacent to the site prior to use. All ESA stipulations shall be adhered to in accordance with Standard Specification 107.23.F. If a site is denied, the Contractor may, at no expense to the Department, seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable, if available. Any and all changes to proposed sites or their associated haul roads that are not included within the original Environmental Survey Request or Environmental Survey Results Memorandum, including expansion,

utilization for purposes other than those indicated in the original submittal, etc. must be submitted for further environmental review and approval prior to use.

Sites included in the Plans have environmental clearance and shall be used only for the purpose(s) specified in the Plans or other contract documents. Should the Contractor wish to expand or utilize said sites for any purpose other than that provided for in the Plans or other contract documents, specific written environmental clearance as noted above shall be obtained.

D. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

E. Temporary Work in Wetlands Outside of the Construction Limits within the Right-of-Way and Easement Areas

Temporary work in wetlands (that are not delineated with orange barrier fence) will be subject to the following requirements:

1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting. The area shall not be grubbed.
2. Soil matting shall be protected from erosion in accordance with the Specifications.
3. Whenever temporary work is required in Saltwater Marsh Wetlands, all temporary structures and/or matting shall be removed in their entirety prior to Final Acceptance of the Project. Matted and compressed soils shall be backfilled to their original ground elevation with material meeting the requirements of Section 212 – Granular Embankment.
4. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.
Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets according to Section 713 of the Specifications. The grassing and ground preparation referenced in Subsection 713.3.03, "Preparation", will not be applicable to this Work.
5. The Engineer shall be notified so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.
6. There will be no separate measurement or payment for this Work. The cost associated with this work shall be included in the overall Bid submitted.

F. Environmentally Sensitive Areas

Some archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters and protected animal and plant species habitat within the existing/required Right-of-Way and easement areas may be designated as ENVIRONMENTALLY SENSITIVE AREAS (ESAs). These areas are shown on the applicable Plan sheets and labeled "ESA" (e.g. ESA – Historical Boundary, ESA – Wetland Boundary). The Department may require that some ESAs or portions thereof be delineated with orange barrier fence. The Contractor shall install, maintain, and replace as necessary orange barrier fence at ESAs as delineated in the Plan sheets.

The Contractor shall not enter, disturb, or perform any construction related activities, other than those shown on the approved plan sheets within areas designated as ESAs including ESAs or portions thereof not delineated with orange barrier fence. This includes but is not limited to the following construction activities: clearing and grubbing; borrowing; wasting; grading; filling; staging/stockpiling; vehicular use and parking;

sediment basin placement; trailer placement; and equipment cleaning and storage. Also, all archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters, and protected animal and plant species habitat that extend beyond the limits of existing/required Right-of- Way and easement areas shall be considered ESAs and the Contractor shall not perform any construction related activities (such as those listed above) within these areas or make agreements with property owners to occupy these areas for construction related activities (such as those listed above). The Contractor shall make all construction employees aware of the location(s) of each ESA and the requirement to not enter or otherwise disturb these areas.

If the Contractor is found to have entered an ESA, either within or outside the project area, for any purpose not specifically shown on the approved plan sheets, the Department may, at its discretion, issue a stop work order for all activities on the project except erosion control and traffic control until such time as all equipment and other items are removed and the ESA is restored to its original condition.

However, should damage to an ESA occur as a result of the Contractor's action in violation of this section, and notwithstanding any subsequent correction by the Contractor, the Contractor shall be liable for any cost arising from such action, including but not limited to, the cost of repair, remediation of any fines, or mitigation fees assessed against the Department by another government entity.

G. Protection of Migratory Birds and Bats

The following conditions are intended as a minimum to protect migratory birds and bats during construction activities.

1. Project personnel shall be advised about the potential presence and appearance of federally protected migratory birds, including the barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*), and that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in violation of the Migratory Bird Treaty Act of 1918. The law protects adults, fledglings, nestlings, eggs, and active nests. All bats are protected under Georgia state law (Official Code of Georgia § 27-1-28), with some species protected under the federal Endangered Species Act of 1973. Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that construction has been completed and time charges have stopped.
2. The demolition of existing bridge and culvert, the extension of existing culvert, and bridge maintenance activities on the underside of the bridge deck shall take place outside of the breeding and nesting season of phoebes, swallows and other migratory birds, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. For bridges, exclusionary barriers may be made of plastic, canvas or other materials proposed by the Contractor and approved by the State Environmental Administrator prior to installation. For box culverts, exclusionary barriers may be overlapping strips of flexible plastic (also called "PVC Strip Doors" or "Strip Curtains") or an alternate material proposed by the Contractor and approved by the State Environmental Administrator prior to installation. Exclusionary barriers must be installed on the bridge(s) and/or box culvert(s) prior to March 1 or after August 31, but in no time in between this period. Exclusionary barriers are not a guaranteed method of preventing migratory birds from nesting beneath bridges and work schedules shall take into account the possibility that barriers will not be successful. If exclusionary barriers are to be used, these steps shall be followed:
 - a. The Project ecologist shall be notified by phone (404) 631-1100 of the decision to install exclusionary barriers and the date of the proposed installation prior to the installation of any exclusionary devices.
 - b. The structure(s) shall be checked for nests prior to the placement of exclusionary barriers. If nests are present, they shall be inspected to ensure that eggs or birds are not present. If the nests are found to be occupied, construction activities associated with the bridge shall be postponed until after August 31 when the breeding season is complete.

- c. For any box culvert(s) being replaced, exclusionary barriers shall be installed on both the inlet and outlet openings. For any box culvert(s) being extended, exclusionary barriers shall be placed on the opening(s) (inlet and/or outlet) where work is taking place. For bridge(s) being removed, barriers shall be installed along the full length of the bridge(s). In all cases, barriers shall be installed prior to March 1 and left in place until August 31 or until the culvert removal, culvert extension, or bridge demolition is complete. If the exclusionary barriers fail to prevent nesting (i.e., birds are able to bypass barriers and build nests), construction activities associated with the bridge shall be postponed until after August 31.
 - d. During construction activities, exclusionary barriers shall be inspected daily for holes or other defects that impair its ability to exclude migratory birds from nesting beneath the bridge. Any holes or defects shall be repaired immediately.
 - e. Entanglement and/or entrapment of barn swallows, cliff swallows, and eastern phoebes in exclusionary netting constitutes harm to migratory birds. Any entanglement and/or entrapment of migratory birds shall be reported immediately to the Project Engineer, who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101.
3. Migratory birds may nest in other structures or natural features that will be impacted by construction activities. If active nests containing eggs are encountered within the footprint of construction activities, the finding shall be reported immediately to the Project Engineer, who in turn shall notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity within 50 feet of active nests shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
 4. When working on bridges and culverts, sightings of bat species shall be reported immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All construction activity on the structure shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and/or the Georgia Department of Natural Resources and/or the lead Federal Agency. The Department will inform the Contractor of any changes to the project.
 5. In the event any incident occurs that causes harm or injury to migratory birds during construction activities, the incident shall be reported immediately to the Project Engineer who in turn shall notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
 6. Within 30 days of the completion of construction and the stopping of time charges, a report shall be provided to the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, 600 West Peachtree Street NW, Atlanta, Georgia 30308. GDOT in turn will provide copies of the report to the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency. The following information will be included in the report:
 - a. Contractor name and address.
 - b. Name and title of report preparer.
 - c. GDOT Project Identification (PI) number.
 - d. County(s) in which project is located.
 - e. Project description.

- f. Construction start and end dates.
 - g. Date GDOT was notified of intent to install barrier(s) per # 107.23G.2.a.
 - h. Number and type(s) of structures on which exclusion barriers were installed.
 - i. Type(s) of exclusion material used on each structure.
 - j. Start and end date(s) of installation of exclusionary barrier on each structure.
 - k. Start and end date(s) of removal of exclusionary barrier from each structure.
 - l. Photographs of each structure before and after exclusionary barrier installation.
 - m. Statement regarding whether the exclusionary barrier was effective in deterring bird use of the structure during construction.
 - n. Description of any incidents causing harm or injury to migratory birds during construction. This should include incidents that were reported as required under 107.23G.5.
 - o. Description of any sightings of bat species when working on bridges and culverts. This should include incidents that were reported as required under 107.23G.4.
7. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

107.24 Closing of Roadways without On-Site Detours

When existing roadways are to be closed to through traffic and on-site detours are not provided, the Contractor shall submit a written notice to the Engineer for approval 14 days prior to the closure of the existing roadways.

After receiving approval from the Engineer for the closure, the Contractor shall install signs at each closure site, in accordance with the MUTCD, to inform the traveling public of the proposed closure, including the date of closure. The sign shall be placed 5 days prior to the closure, at the direction of the Engineer.

Prior to the closure, the Area Engineer will inform local government officials and agencies, local news media, and the DOT Public Information Office of the proposed closure of the roadways.

107.25 Disruption to Residential and Commercial Property

The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described herein shall be in addition to that required by Subsection 104.07 "Final Cleaning Up" and Subsection 105.16 "Final Inspection and Acceptance."

August 1, 2023

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No: 0015890
County: Fulton**

SECTION 108 - PROSECUTION AND PROGRESS

Retain Sub-Section 108.08 as written and add the following:

An overall Completion Date is established for this Project.

C: Intermediate Completion

An overall Completion Date is established for this Project.

1. Presence and Pulse Detection

Failure to maintain presence detection and pulse at all times will result in the assessment of Liquidated Damages in the amount of \$1,000.00 per day or portion thereof until the presence detection and pulse detection is working. This may require the installation of temporary IVDS which shall be included in the overall bid price for Traffic Control.

D: Restrictive Work Hours

1. Failure to re-open travel lanes as specified in Special Provision Section 150.6 will result in the assessment of liquidated damages in the amount of \$1000.00 per hour or portion thereof.

E. Staging

Failure to comply with the staging requirements as specified in Section 150.6.E will result in the assessment of liquidated damages in the amount of \$1000.00 per calendar day.

The above rates are cumulative and are in addition to those which may be assessed in accordance with Subsection 108.08 for failure to complete the overall project.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement and Payment

Add the following:

109.11 Price Adjustments

A. Asphalt Cement Price Adjustments will be computed on a *monthly* basis in accordance with the following:

PA = Price Adjustment.

APM= the “Monthly Asphalt Cement Price (Georgia Base Asphalt Price)” for the month the hot mix asphalt/bituminous tack/bituminous surface treatment is placed.

APL = the “Monthly Asphalt Cement Price (Georgia Base Asphalt Price)” for the month which the project was let.

TMT = Total Monthly Tonnage of asphalt cement computed by the Engineer based on the Hot Mix Asphaltic Concrete of the various types per ton (megagram)//Total Monthly Tonnage of asphalt cement used for bituminous tack coat (asphalt cement tack coat only, emulsified bituminous materials for tack coat are excluded) converted from gallons to tons (megagrams) by the Engineer//Total Monthly Tonnage of asphalt cement used for bituminous surface treatment (total gallons of asphalt emulsion used, as measured from distributors, will be multiplied by a factor of 0.65 to determine the quantity in gallons of asphalt cement used) converted from gallons to tons (megagrams) by the Engineer and certified for payment.

- a. If the asphalt cement price for the month is *greater* than the asphalt cement price for the month in which the project was let to contract, the contractor will be paid an amount calculated in accordance with the following formula:

$$PA = [((APM-APL)/APL)] \times TMT \times APL$$

- b. If the asphalt cement price for the month is *less* than the asphalt cement price for the month in which the project was let to contract, the Department will deduct an amount calculated in accordance with the following formula:

$$PA = [((APM-APL)/APL)] \times TMT \times APL$$

1. **“Monthly Asphalt Cement Price”**: The Department will determine the “Monthly Asphalt Cement Price” based on the following formulas:

Monthly Asphalt Cement Price = 100% Georgia Base Asphalt Price;

Where;

GBAP = “Georgia Base Asphalt Price”, (in dollars/ton) is based on the arithmetic average posted price of PG asphalt cement as specified in Section 820, from the Department’s monthly survey obtained from approved asphalt cement suppliers of bituminous materials to the Department projects F.O.B. the suppliers terminal. However, the highest price and the lowest price are excluded from the calculation of price, GBAP.

2. **“Asphalt Cement Quantity Calculation”**: The calculation of asphalt cement quantity for each mix type will be based on the asphalt cement content (*AC %*) of the approved Job Mix Formula (JMF) as specified in Subsection 400.1.03.C. The following calculation formula will be used to determine asphalt cement quantity:

Section 109—Measurement and Payment

Asphalt Cement Quantity = Hot Mix Asphaltic Concrete monthly total in tons (megagrams) per mix type certified for the payment x AC (%)

The Total Monthly Tonnage (TMT) of asphalt cement computed by the Engineer will be calculated as follows:

TMT = Sum of all asphalt cement quantities, including polymer modified asphalt binder and non-modified asphalt cement, based on the Hot Mix Asphaltic Concrete of the various mix types per ton (megagram)// Sum of all asphalt cement quantities used as bituminous tack coat converted from gallons to tons (megagrams)// Sum of all asphalt cement quantities used for bituminous surface treatment (total gallons of asphalt emulsion used, as measured from distributors, will be multiplied by a factor of 0.65 to determine the quantity in gallons of asphalt cement used) converted from gallons to tons (megagrams) by the Engineer certified for payment.

Asphalt Cement Price for the Month (APM) will be adjusted monthly. Price adjustments (PA) will be made monthly and all calculations for Price Adjustments shall be performed by the Engineer as specified in SOP-39 “Determination of Asphalt Cement Index and Asphalt Cement Price Adjustment”.

- B. Price Adjustment Trigger:** No price adjustment will be made on any project with less than 366 Calendar Days from the Contract Letting Date to the specified completion date. If the original Contract contains 366 Calendar Days or more, the Price Adjustment shall be made on quantities placed from the Contract Letting Date to the specified completion date.
- C. “Monthly Asphalt Cement Price”:** The Department will publish a “Monthly Asphalt Cement Price” based on the formula contained within this specification.
- D. “Other Restrictions”:**
 - 1. No asphalt cement price adjustment will be made for cut-back, and emulsified asphalt when used for bituminous tack coat with Hot Mix Asphaltic Concrete Construction.
 - 2. There is a cap of 60% above the APL for any price adjustment.
 - 3. Unless specifically provided for by Supplemental Agreement or Contract Amendment, no positive Price Adjustments Asphalt Cement that result in a payment to the Contractor will be made after the original Contract Time has expired. Irrespective of any other provisions in the Contract, for purposes of this specification, “Contract Time” does not include any time extensions or Supplemental Agreements which affect the completion of the Contract. Negative Price Adjustments for Asphalt Cement for any work placed after the original Contract Time expires resulting in a return of funds to the Department will be made and shall be computed based on the Monthly Asphalt Cement Price at the time the Contract Time has expired or the Monthly Asphalt Cement Price at the time the Contract was let, whichever is less.
- E. Final Adjustment:** If there are differences between the final audited quantities and the sum of the quantities used to determine the asphalt cement adjustment, the Engineer will make a pro-rated increase or decrease in the price adjustment.

Payment for Price Adjustment will be made under:

Item No. 109	Price Adjustment- Asphalt Cement	\$ (+/-)
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Office of Construction Bidding Administration

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SUPPLEMENTAL SPECIFICATION

Section 109—Measurement and Payment

Delete Subsection 109 and Substitute the following:

109.01 Measurement and Quantities

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made along the surface, and no deductions will be made for individual fixtures having an area of 9 ft² (1 m²) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer.

Where payment is to be made by the square yard (square meter) for a specified thickness, the length will be measured on the surface along the centerline and the pay width shall be that width specified on the plans for the Final surface of the completed section. Intermediate courses shall be placed at a width sufficient to support successive courses with no detriment to the stability of the successive courses. The width of material required beyond the pay width will not be eligible for payment and shall be considered incidental to the work.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot (linear meter), such as pipe culverts, guard rail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The term “gage,” when used in connection with the measurement of steel plates, will mean the U.S. Standard Gage.

When the term “gage” refers to the measurement of electrical wire it will mean the wire gage specified in the National Electrical Code.

The term “ton” will mean the short ton consisting of 2,000 pounds avoirdupois. The term “megagram” will mean one metric ton, equivalent to 1,000 kg. Any commodity paid for by weight shall be weighed on scales that have been approved as specified below and which are furnished at the expense of the Contractor or Supplier. Weighing and measuring systems including remote controls shall be subject to type-approval by the Department of Transportation. The manufacture, installation, performance, and operation of such devices located in Georgia shall conform to, and be governed by, the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act, the Georgia Weights and Measures Regulations, as amended and adopted, the current edition of the National Bureau of Standards Handbook 44, and these Specifications. Weighing and measuring systems located outside Georgia which are utilized for weighing materials to be used in Department work shall be manufactured, installed, approved, and operated in accordance with applicable laws and regulations for the state in which the scales are located.

All weighing, measuring, and metering devices used to measure quantities for payment shall be suitable for the purpose intended and will be considered to be “commercial devices.” Commodity scales located in Georgia shall be certified before use for accuracy, condition, etc., by the Weights and Measures Division of the Georgia Department of Agriculture, or its authorized representative. Scales located outside Georgia shall be certified in accordance with applicable laws and regulations for the state in which the scales are located. This certification shall have been made within a period of not more than one year prior to date of use for weighing commodity.

All equipment and all mechanisms and devices attached thereto or used in connection therewith shall be constructed, assembled, and installed for use so that they do not facilitate the perpetration of fraud. Any scale component or mechanism, which if manipulated would alter true scale values (including manual zero setting mechanisms) shall not be accessible to the

scale operator. Such components and mechanisms that would otherwise be accessible to the scale operator shall be enclosed. Provisions shall be made for security seals where appropriate on equipment and accessories. A security seal shall be affixed to any adjustment mechanism designed to be sealed. Scale or accessory devices shall not be used if security seals have been broken or removed.

Any certified scale or scale component which has been repaired, dismantled, or moved to another location shall again be tested and certified before it is eligible for weighing.

Whenever materials that are paid for based on weight are from a source within the State, the scales shall be operated by and the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and weight ticket recordation shall be in accordance with Standard Operating Procedure 15.

When materials are paid for based on weight and originate from another state which has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

No scale shall be used to measure weights greater than the scale manufacturer's rated capacity. A digital recorder shall be installed as part of any commodity scale. The recorder shall produce a printed digital record on a ticket with the gross, tare, and net weights of the delivery trucks, along with the date and time printed for each ticket. Provisions shall be made so that the scales or recorders may not be manually manipulated during the printing process. The system shall be so interlocked as to allow printing only when the scale has come to rest. Either the gross or net weight shall be a direct scale reading. Printing and recording systems that are capable of accepting keyboard entries shall clearly and automatically differentiate a direct scale weight value from any other weight values printed on the load ticket.

All scales used to determine pay quantities shall be provided to attain a zero balance indication with no load on the load receiving element by the use of semi-automatic zero (push-button zero) or automatic zero maintenance.

Vehicle scales shall have a platform of sufficient size to accommodate the entire length of any vehicle weighed and shall have sufficient capacity to weigh the largest load. Adequate drainage shall be provided to prevent saturation of the ground under the scale foundation.

The Engineer, at his discretion, may require the platform scales to be checked for accuracy. For this purpose the Contractor shall load a truck with material of his choosing, weigh the loaded truck on his scales, and then weigh it on another set of certified vehicle scales. When the difference exceeds 0.4 percent of load, the scales shall be corrected and certified by a registered scale serviceman registered in the appropriate class as outlined in the Georgia Weights and Measures Regulations or in accordance with applicable requirements of the state in which the scales are located. A test report shall be submitted to the appropriate representative of the Department of Agriculture.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to their water level capacity as determined by the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined.

Cement and lime will be measured by the ton (megagram). Whenever cement or lime is delivered to the Project in tank trucks, a certified weight shall be made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department. Whenever cement and lime are from a source within the State, the scales shall be operated by the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and the weight ticket recordation shall be in accordance with Standard Operating Procedure 15. When cement and lime originate from another state that has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

The shipping invoice shall contain the certified weights and the signature and seal of the Certified Public Weigher. A security seal shall also be affixed to the discharge pipe cap on the tank truck before leaving the shipping point. The number on the security seal shall also be recorded on the shipping invoice. The shipping invoice for quicklime shall also contain a certified lime purity percentage. Unsealed tank trucks will require reweighing by a Certified Public Weigher.

Timber will be measured by the thousand feet board measure (MFBM) (cubic meter) actually incorporated in the structure. Measurements will be based on nominal widths and thickness and the actual length in place. No additional measurement will be made for splices except as noted for overlaps as shown on the Plans.

The term “Lump Sum” when used as an item of payment will mean complete payment for The Work described in the Contract.

When a complete structure or structural unit (in effect, “Lump Sum” work) is specified as the unit of the measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured as defined in Subsection 109.05.B.4.

When standard manufactured items are specified as fence, wire, plates, rolled shapes, pipe conduits, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited Specifications, manufacturing tolerances established by the industries involved will be accepted.

109.02 Measurement of Bituminous Materials

A. By Weighing the Material

The Department prefers this method whenever it is practicable. This method will be considered acceptable under the following conditions:

1. **Weighted On Project:** If the weights of the bituminous materials delivered by tank trucks are to be determined on the Project, weights shall be determined on scales that have been previously checked by the Department with standard weights for accuracy. The scale platform shall be large enough to accommodate the entire vehicle at one time. Under no conditions will truck scales be used to measure weights greater than their rated capacity. All weights not determined in the presence of an authorized representative of the Department shall be made by a Certified Public Weigher who is not an employee of the Department of Transportation and who is in good standing with the Georgia Department of Agriculture. The weight tickets shall carry both the signature and seal of the Certified Public Weigher.
2. **Weighted At Shipping Point:** A certified weight made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department of Transportation and who is registered with the Georgia Department of Agriculture, will be acceptable provided all openings in the tank have been sealed by the producer and when, upon inspection on the Project, there is no evidence of any leakage. The shipping ticket in this case must carry the signature and seal of the Certified Public Weigher. If the tank is not completely emptied the amount of material remaining in the tank truck will be measured by either weight or volume and the amount so determined, as verified by the Engineer, will be deducted from the certified weight.
3. **By Extraction Analysis:** The weight of bituminous material used will be determined by extraction tests made by the field laboratory. The average asphalt content for each Lot will be used to compute the weight of the Asphalt Cement to be paid for in accordance with the following formula:

English:

$$P = \% AC \times T$$

Where:

P = Pay Tons of Asphalt Cement

% AC = Lot average of % Asphalt Cement by weight of total mix as determined by extraction

T = Actual accepted tons of mixture as weighed

Metric:

$$P = \% AC \times T$$

Where:

P = Pay megagrams of Asphalt Cement

% AC = Lot average of % Asphalt Cement by weight of total mix as determined by extraction

T = Actual accepted megagrams of mixture as weighed

4. **By Digital Recording Device:** The amount of bituminous material as shown on the printed tickets will be the Pay Quantity.

B. By Volume

The volume will be measured and corrected for the difference between actual temperature and 60 °F (15 °C). Containers shall be level when measured, and one of the following methods shall be used, whichever is best suited to the circumstances:

1. **Tank Car Measurement:** If the material is shipped to the Project in railroad tank cars, the Contractor shall furnish the Engineer a certified chart showing the dimensions and volume for each inch (25 mm) of depth for each tank. The Engineer will make outage and temperature measurements before unloading is begun and after it is finished. The measurements will be taken when the bituminous material is at a uniform temperature and free from air bubbles. The Contractor shall not remove any bituminous material from any tank until necessary measurements have been made nor shall he release the car until final outage has been measured. The total number of gallons (liters) allowed for any tank car shall not be more than the U.S. Interstate Commerce Commission rating for that car, converted to gallons at 60 °F (15 °C).
2. **Truck Measurement:** If bituminous materials are delivered to the Project in tank trucks, distributor tanks, or drums, the Contractor shall not remove any bituminous material from the transporting vehicle or container until necessary measurements have been made, nor shall the transporting vehicle or container be released until final outage has been measured. If weighing is not convenient, the Contractor shall furnish the Engineer with a certified chart showing the dimensions and volume of each container together with a gauge or calibrated measuring rod which will permit the volume of the material to be determined by vertical measurement.
3. **Metering:** The volume may be determined by metering, in which case the metering device used and the method of using it shall be subject to the approval of the Engineer.
4. **Time of Deliveries:** The arrival and departure of vehicles delivering bituminous materials to the Project site shall be so scheduled that the Engineer is afforded proper time for the measurements of delivered volume and final outage. The Engineer will make the necessary measurements only during the Contractor's normal daily working hours.

C. Production for Multiple Projects

When a Contractor is producing Asphaltic Concrete from one plant, which is being placed on two or more jobs, public or private, the amount of bituminous material used may be determined by extraction tests in accordance with Subsection 109.02.A.3 or digital recording device in accordance with Subsection 109.02.A.4.

D. Tack Coat

When the same storage facility is utilized for Bituminous Materials to be used in Hot Mix Asphaltic Concrete, Bituminous Tack Coat, and/or Surface Treatment, the quantity used for Tack Coat shall be converted to tons (megagrams) and deducted from the quantities for the Bituminous Material used in the Hot Mix Asphaltic Concrete and Surface Treatment.

E. Corrections

When the volume and temperature have been determined as defined above, the volume will be corrected by the use of the following formula:

$$V_{\text{English}} = \frac{V1}{K(t-60) + 1} \qquad V_{\text{metric}} = \frac{V1}{K(t-15) + 1}$$

Where:

V = Volume of bituminous material at 60 °F (15 °C)

V1= Volume of hot bituminous material

t = Temperature of hot bituminous material in degrees Fahrenheit (Celsius)

K= Coefficient of Expansion of bituminous material (correction factor)

The correction factors K for various materials are given below:

- 0.00035 (0.00063) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) above 0.966
- 0.00040 (0.00072) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) between 0.850-0.966
- 0.00030 (0.00054) per °F (°C) for Tar
- 0.00025 (0.00045) per °F (°C) for Emulsified Asphalt
- 0.00040 (0.00072) per °F (°C) for Creosote Oil

109.03 Scope of Payment

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all materials, labor, tools, equipment, superintendence and incidentals, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner, for any infringement of patent, trademark or copyright, for all loss or damage arising from the nature of The Work, or from the action of the elements, for all expenses incurred by or in consequence of the suspension or discontinuance of The Work, or from any unforeseen difficulties which may be encountered during the prosecution of The Work and for all risks of every description connected with the prosecution of The Work until its Final Acceptance by the Engineer, except as provided in Subsection 107.16.

The payment of any partial estimate prior to Final Acceptance of the Project as provided in Subsection 105.16 shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

109.04 Payment and Compensation for Altered Quantities

When alteration in Plans or quantities of work not requiring Supplemental Agreements as herein before provided for are ordered and performed, the Contractor shall accept payment in full at the Contract Unit Bid Prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract Items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring Supplemental Agreements shall be as stipulated in such agreement, except that when the Contractor proceeds with The Work without change of price being agreed upon, he shall be paid for such increased or decreased quantities at the Contract Unit Prices Bid in the Proposal for the Items of The Work.

109.05 Extra Work

Extra work, as defined in Subsection 101.27, when ordered in accordance with Subsection 104.04, will be authorized in writing by the Engineer. The authorization will be in the form of a Supplemental Agreement or a Force Account.

A. Supplemental Agreement

In the case of a Supplemental Agreement, the work to be done will be stipulated and agreed upon by both parties prior to any extra work being performed.

Payment based on Supplemental Agreements shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

B. Force Account

When no agreement is reached for Extra Work to be done at Lump Sum or Unit Prices, such work may be authorized by the Department to be done on a Force Account basis. A Force Account estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Engineer. Work shall not begin until the Force Account is approved. Payment for Force Account work will be in accordance with the following:

- 1. Labor:** For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, equipment operators and supervisors are actually engaged in such work.
The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on The Work.
An amount equal to 15% of the sum of the above items will also be paid the Contractor.
- 2. Bond, Insurance, and Tax:** For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes on the Force Account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- 3. Materials:** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such material incorporated into The Work, including Contractor paid transportation charges (exclusive of machinery rentals as hereinafter set forth), to which cost 10% will be added.
- 4. Equipment:** For any machinery or special equipment (other than small tools) including fuel and lubricant, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental

rates indicated below for the actual time that such equipment is in operation on The Work or the time, as indicated below, the equipment is directed to stand by.

Equipment rates shall be based on the latest edition of the *Rental Rate Blue Book for Construction Equipment* or *Rental Rate Blue Book for Older Construction Equipment*, whichever applies, as published by EquipmentWatch using all instructions and adjustments contained therein and as modified below.

Allowable Equipment Rates shall be established as defined below:

- Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors.
- Allowable Hourly Operating Cost = Hourly Operating Cost.
- Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- Standby Rate = Allowable Hourly Equipment Rate x 35%

NOTE: The monthly rate is the basic machine plus any attachments.

Standby rates shall apply when equipment is not in operation and is directed by the Engineer to standby for later use. In general, Standby rates shall apply when equipment is not in use, but will be needed again to complete The Work and the cost of moving the equipment will exceed the accumulated standby cost. Payment for standby time will not be made on any day the equipment operates for 8 or more hours. For equipment accumulating less than 8 hours operating time on any normal workday, standby payment will be limited to only that number of hours which, when added to the operating time for that day equals 8 hours. Standby payment will not be made on days that are not normally considered workdays.

The Department will not approve any rates in excess of the rates as outlined above unless such excess rates are supported by an acceptable breakdown of cost.

Payable time periods will not include:

- Time elapsed while equipment is broken down
- Time spent in repairing equipment, or
- Time elapsed after the Engineer has advised the Contractor the equipment is no longer needed

If a piece of equipment is needed which is not included in the above *Blue Book* rental rates, reasonable rates shall be agreed upon in writing before the equipment is used. All equipment charges by persons or firms other than the Contractor shall be supported by invoices.

Transportation charges for each piece of equipment to and from the site of The Work will be paid provided:

- The equipment is obtained from the nearest approved source
- The return charges do not exceed the delivery charges
- Haul rates do not exceed the established rates of licensed haulers, and
- Such charges are restricted to those units of equipment not already available and not on or near the Project

No additional compensation will be made for equipment repair.

5. **Miscellaneous:** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
6. **Compensation:** The Contractor's representative and the Engineer shall compare records and agree on the cost of work done as ordered on a Force Account basis at the end of each day on forms provided by the Department.
7. **Subcontract Force Account Work:** For work performed by an approved Subcontractor or Second-tier Subcontractor, all provisions of this Section (109.05) that apply to the Prime Contractor in respect to labor, materials and equipment shall govern. The prime Contractor shall coordinate the work of his Subcontractor. The prime Contractor will be allowed an amount to cover administrative cost equal to 5% of the Subcontractor's amount earned but not to exceed \$5,000.00 per Subcontractor. Markup for Second-tier Subcontract work will not be allowed. Should it become necessary for the Contractor or Subcontractor to hire a firm to perform a specialized type of work or service which the prime Contractor or Subcontractor is not qualified to perform, payment will be made at reasonable invoice cost. To each invoice cost a markup to cover administrative cost equal to 5% of the total invoice but not to exceed \$5,000.00 will be allowed the Contractor or Subcontractor but not both.
8. **Statements:** No payment will be made for work performed on a Force Account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such Force Account work detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor, excluding superintendents.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices, and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security tax.

Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not purchased specifically for such work but are taken from the Contractor's stock, then, in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Payment based on Force Account records shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

109.06 Eliminated Items

Should any Items contained in the Proposal be found unnecessary for the proper completion of The Work, the Engineer may, upon written order to the Contractor, eliminate such Items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of Items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notifications.

109.07 Partial Payments

A. General

At the end of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

When so requested by the Contractor and approved by the Engineer, Gross Earnings of \$500,000.00 or more for work completed within the first 15 days of any month will be certified for payment on a semi-monthly basis subject to the conditions and provisions of Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

B. Materials Allowance

Payments will be made on delivered costs, or percentage of bid price if otherwise noted, with copies of paid invoices provided to the Department for the materials listed below which are to be incorporated into the Project provided the materials:

- Conform to all Specification requirements.
- Are stored on the Project Right-of-Way or, upon written request by the Contractor and written approval of the Engineer, they may be stored off the Right-of-Way, but local to the Project, provided such storage is necessary due to lack of storage area on the Right-of-Way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Engineer may approve off-the-Project storage items uniquely fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Engineer may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility.

1. Paid invoices should accompany the materials allowance request, but in no case be submitted to the Project Engineer later than 30 calendar days following the date of the progress payment report on which the materials allowance was paid.

In case such paid invoices are not furnished within the established time, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on that Project.

2. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:

- a. No payments will be made on living or perishable plant materials until planted.
 - b. No payments will be made on Portland Cement, Liquid Asphalt, or Grassing Materials.
 - c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton (megagram) it must be reweighed on approved scales at the time it is incorporated into the Project.
 - d. No payments will be made on minor material items, hardware, etc.
3. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into The Work within 30 calendar days.
 4. No materials allowance will be made for a material when the requested allowance for such material is less than \$25,000.
 5. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.
 6. Materials allowance for prestressed concrete and structural steel bridge members may be processed for uncast or unfabricated members upon the Engineer's receipt of a true copy of the binding order for the members required by the plan. Such copy shall be sealed and notarized by both the contractor placing the order and the supplier therein identified to cast or fabricate said members. All orders shall demonstrate conformance to the approved plans and specifications regarding beam type, size, length, material quantities and shall not exceed the approved plan quantity. The materials allowance applied to uncast prestressed concrete members will be made in amount equal to 40% of the invoice for the respective member(s) to the contractor. The materials allowance applied to unfabricated structural steel bridge members will be made in amount equal to 55% of the invoice for the respective member(s) to the contractor. An additional material allowance may be requested separately upon completion of the casting or fabricating for a maximum 90% of the invoice for the member(s) provided there is adherence to all other provisions of this specification.
 7. The Commissioner may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.

Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department.

Excluding item 6 above, payments for materials on hand shall not exceed the invoice price or 75 percent of the bid prices for the pay items into which the materials are to be incorporated, whichever is less.

C. Minimum Payment

No partial payment will be made unless the amount of payment is at least \$1000.00.

D. Liquidated Damages

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. Other Deductions

In addition to the deductions provided for above, the Department has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the Department is directly responsible, including, but not limited to, royalties (see Section 106).

F. Amount of Payment

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

G. Interest

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the Department as authorized by Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

H. Insert the Following in Each Subcontract

The Contractor shall insert the following in each Subcontract entered into for work under this Contract:

“The Contractor shall not withhold any retainage on Subcontractors. The Contractor shall pay the Subcontractor 100% percent of the gross value of the Completed Work by the Subcontractor as indicated by the current estimate certified by the Engineer for payment.”

Neither the inclusion of this Specification in the Contract between the Department and the Prime Contractor nor the inclusion of the provisions of this Specification in any Contract between the Prime Contractor and any of his Subcontractors nor any other Specification or Provision in the Contract between the Department and the Prime Contractor shall create, or be deemed to create, any relationship, contractual or otherwise, between the Department and any Subcontractor.

109.08 Final Payment

When Final Inspection and Final Acceptance have been made by the Engineer as provided in Subsection 105.16, the Engineer will prepare the Final Statement of the quantities of the various classes of work performed. All prior partial estimates and payments shall be subject to correction in the Final Statement. The District Engineer will transmit a copy of the Statement to the Contractor by Registered or Certified Mail. The Contractor will be afforded 35 days in which to review the Final Statement in the District Office before it is certified for payment by the Engineer. Any adjustments will be resolved by the District Engineer or in case of a dispute referred to the Chief Engineer whose decision shall be final and conclusive. After approval of the Final Statement by the Contractor, or after the expiration of the 35 days, or after a final ruling on disputed items by the Chief Engineer, the Final Statement shall be certified to the Treasurer by the Chief Engineer stating the Project has been accepted and that the quantities and amounts of money shown thereon are correct, due and payable.

The Treasurer, upon receipt of the Engineer's certification, shall in turn furnish the Contractor with the Department's Standard Release Form to be executed in duplicate. The aforesaid Release Form, showing the total amount of money due the Contractor, shall be sent to the Contractor by Registered or Certified Mail, to be delivered to such Contractor upon the signing of a return receipt card, to be returned to the Department in accordance with the provision of Federal law in respect to such matters and such return receipt card shall be conclusive evidence of a tender of said sum of money to the Contractor. Upon receipt of the properly executed Standard Release Form, the Treasurer shall make final payment jointly to the Contractor and his Surety. The aforesaid certification, executed release form, and final payment shall be evidence that the Commissioner, the Engineer, and the Department have fulfilled the terms of the Contract, and that the Contractor has fulfilled the terms of the Contract except as set forth in his Contract Bond.

The Standard Release Form is to be executed by the Contractor within 45 days after delivery thereof, as evidenced by the Registered or Certified Mail Return Receipt. Should the Contractor fail to execute the Standard Release Form because he disputes the Final Payment as offered, or because he believes he has a claim for damages or additional compensation under the Contract, the Contractor shall, within 45 days after delivery to the Contractor of the Standard Release Form, as evidenced by the Registered or Certified Mail Return Receipt, enter suit in the proper court for adjudication of his claim. Should the Contractor fail to enter suit within the aforesaid 45 days, then by agreement hereby stipulated, he is forever barred and stopped from any recovery or claim whatsoever under the terms of this Contract.

Should the Contractor fail to execute the Standard Release Form or file suit within 45 days after delivery thereof, then the Surety on the Contractor's Bond is hereby constituted the attorney-in-fact of the Contractor for the purpose of executing such final releases as may be required by the Department, including but not limited to the Standard Release Form, and for the purpose of receiving the Final Payment under this Contract.

The Department reserves the right as defined in Subsection 107.20, should an error be discovered in any estimates, to claim and recover from the Contractor or his Surety, or both, such sums as may be sufficient to correct any error of overpayment. Such overpayment may be recovered from payments due on current active Projects or from any future State work done by the Contractor.

The foregoing provisions of this Section shall be applicable both to the Contractor and the Surety on his Bond; and, in this respect, the Surety shall be bound by the provisions of Subsection 108.09 of these Specifications in the same way and manner as the Contractor.

A. Interest

In the event the Contractor fails to execute the *Standard Release Form* as prepared by the Treasurer because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the Department to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the Department or by final judgement of the proper court in the event of litigation between the Department and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the Department for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the Department to the Contractor in the final judgement entered in such suit. All final judgements shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

B. Termination of Department's Liability

Final payment will be in the amount determined by the statement as due and unpaid. The acceptance of the final payment or execution of the Standard Release Form or failure of the Contractor to act within 120 days as provided herein after tender of payment, or final payment to the Contractor's Surety in accordance with the provisions stipulated herein, shall operate as and be a release to the Department, the Commissioner, and the Engineer from all claims of liability under this contract and for any act or neglect of the Department, the Commissioner, or the Engineer.

109.09 Termination Clause

A. General

The Department may, by written notice, terminate the Contract or a portion thereof for the Department's convenience when the Department determines that the termination is in the State's best interest, or when the Contractor is prevented from proceeding with the Contract as a direct result of one of the following conditions:

1. An Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
2. The Engineer and Contractor each make a determination, that, due to a shortage of critical materials required to complete the Work which is caused by allocation of these materials to work of a higher priority by the Federal Government or any agency thereof, it will be impossible to obtain these materials within a practical time limit and that it would be in the public interest to discontinue construction.
3. An injunction is imposed by a court of competent jurisdiction which stops the Contractor from proceeding with the Work and causes a delay of such duration that it is in the public interest to terminate the Contract and the Contractor was not at fault in creating the condition which led to the court's injunction.

The decision of the Engineer as to what is in the public interest and as to the Contractor's fault, for the purpose of Termination, shall be final.

4. Orders from duly constituted authority relating to energy conservation.

B. Implementation

When, under any of the conditions set out in Subsection A of this Section, the Contract, or any portion thereof, is terminated before completion of all Items of Work in the Contract, the Contractor shall be eligible to receive some or all of the following items of payment:

1. For the actual number of units of Items of Work completed, payment will be made at the Contract Unit Price.
2. Reimbursement for organization of the Work and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract Unit Prices. However, the Engineer's decision as whether or not to reimburse for organization of the Work and moving equipment to and from the job, and in what amount, shall be final.
3. Acceptable materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the Work will, at the request of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer. This will include any materials that have been delivered to the project site or that have been specifically fabricated for the project and are not readily usable on other projects. It will not include materials

that may have been ordered, but not delivered to the project site and that are readily usable on other projects (e.g., guard rail, stone, lumber, etc.).

4. For Items of Work partially completed, payment adjustments including payments to afford the Contractor a reasonable profit on work performed, may be made as determined by the Engineer based upon a consideration of costs actually incurred by the Contractor in attempting to perform the Contract.
5. No payment will be made, and the Department will have no liability, for lost profits on Work not performed. In particular, the Department will not be liable to the Contractor for all profits the Contractor expected to realize had the Project been completed, nor for any loss of business opportunities, nor for any other consequential damages.
6. In order that the Department may make a determination of what sums are payable hereunder, the Contractor agrees that, upon termination of the Contract, it will make all of its books and records available for inspection and auditing by the Department.

To be eligible for payment, costs must have been actually incurred, and must have been recorded and accounted for according to generally accepted accounting principles, and must be items properly payable under Department policies. Where actual equipment costs cannot be established by the auditors, payment for unreimbursed equipment costs will be made in the same manner as is provided in Subsection 109.05 for Force Account Work. Idle time for equipment shall be reimbursed at standby rates. In no case will the Contractor be reimbursed for idle equipment after the Engineer has advised the Contractor the equipment is no longer needed on the job. Refusal of the Contractor to allow the Department to inspect and audit all of the Contractor's books and records shall conclusively establish that the Department has no liability to the Contractor for any payment under this provision, and shall constitute a waiver by the Contractor of any claim for damages allegedly caused by breach or termination of the Contract. The amount payable under this provision, if any, is to be determined by the Engineer, whose determination will be final and binding.

7. The sums payable under this Subsection shall be the Contractor's sole and exclusive remedy for termination of the Contract.

C. Termination of a Contract

Termination of a Contract or a portion thereof shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the Work performed.

109.10 Interest

In the event any lawsuit is filed against the Department alleging the Contractor is due additional money because of claims or for any breach of contract, the Contractor hereby waives and renounces any right it may have under O.C.G.A. Section 13-6-13 to prejudgment interest. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No: 0015890
County: Fulton**

SECTION 150 – TRAFFIC CONTROL

Delete Subsection 150.6 and add the following:

150.6 SPECIAL CONDITIONS:

- A. Lane Closures
 1. The Contractor shall not install lane closures, pace traffic or move equipment or materials that interferes with traffic on any arterial or collector street for any period between 7:00AM and 9:00AM or between 4:00PM and 6:00PM Monday to Sunday.
 2. Double and triple lane closures are not allowed at any time.
- B. No nighttime activities are allowed as per City Code unless approved by the City of Atlanta and Midtown Alliance.
- C. Moratoriums
 1. Construction activities shall cease during any construction moratoriums imposed by the City of Atlanta, Midtown Alliance, the Georgia Department of Transportation or during other special events.
- D. No road closures or offsite detours are permitted as part of the project construction
- E. Construction Staging
 1. A maximum of 900 linear feet of streetscape may be closed for construction at any time. Streetscape construction shall be contiguous in area.
 2. Milling shall be in coordination with the streetscape under construction except as noted. To facilitate cycle track paving, milling may be completed in the lane adjacent to the eastern curb along the streetscape under construction and up to an additional two blocks south, up to a maximum of three blocks of the eastern curb adjacent lane milled.
 3. Cycle track median construction must be completed within one month of paving the cycle track riding surface.
 4. For portions of cycle tracks with asphalt paving, paving of the cycle track shall be performed prior to the paving of the adjacent travel lanes. Paving of the cycle track shall be performed in one pass and there shall be no longitudinal asphalt pavement seams within the cycle track. Portions of cycle track and multi-use path with concrete paving may have longitudinal joints per the specifications for concrete paving.

5. Alternate construction staging may be proposed by contractor and must be submitted to and approved by Midtown Alliance prior to commencement of any construction activities.

F. Milled Surfaces

1. All milled surfaces shall be covered before they are open to traffic. Failure to cover milled surfaces with asphaltic concrete mix as required by the applicable typical section shall be considered a failure to comply with the requirements of Section 150 Traffic Control and shall result in the assessment of non-refundable deductions as specified in Special Provision Section 150.7.01 Enforcement and Adjustments.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 161—Control of Soil Erosion and Sedimentation

Add the following:

161.1 General Description

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

161.1.01 Definitions

Certified Personnel— certified personnel are defined as persons who have successfully completed the Level IA certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications

[Section 105—Control of Work](#)

[Section 106—Control of Materials](#)

[Section 107—Legal Regulations and Responsibility to the Public](#)

[Section 109—Measurement and Payment](#)

[Section 160—Reclamation of Material Pits and Waste Areas](#)

[Section 162—Erosion Control Check Dams](#)

[Section 163—Miscellaneous Erosion Control Items](#)

[Section 166—Restoration or Alteration of Lakes and Ponds](#)

[Section 170—Silt Retention Barrier](#)

[Section 171—Temporary Silt Fence](#)

[Section 205—Roadway Excavation](#)

[Section 434—Sand Asphalt Paved Ditches](#)

[Section 441—Miscellaneous Concrete](#)

[Section 603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 710—Permanent Soil Reinforcing Mat](#)

[Section 715—Bituminous Treated Roving](#)

[Section 716—Erosion Control Mats \(Blankets\)](#)

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Temporary Check Dams	163.3.05.J
Bituminous Treated Mulch	700.3.05.G
Concrete Paved Ditches	441
Bituminous Treated Roving	715
Erosion Control Mats (Blankets)	716
Erosion Control Check Dams	162
Grassing	700
Maintenance of Temporary Erosion Control Devices	165
Permanent Soil Reinforcing Mat	710
Reclamation of Material Pits and Waste Areas	160
Rip Rap	603
Restoration or Alteration of Lakes and Ponds	166
Sand-Asphalt Ditch Paving	434
Sediment Basin	163.3.05.C
Silt Control Gate	163.3.05.A
Silt Retention Barrier	170
Sod	700.3.05.H & 700.3.05.I
Mulch	163
Temporary Grassing	163.3.05.F
Temporary Silt Fence	171
Temporary Slope Drains	163.3.05.B
Triangular Sediment Barrier	720
Silt Filter Bag	719
Organic & Synthetic Material Fiber Blanket	713

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the Erosion Control Devices according to [Subsection 167.3.05.B](#) and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to [Subsection 167.3.05.C](#) for report requirements.

2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for preparing erosion and sedimentation control plans for construction access roads and or haul roads borrow pits, excess material pits, etc (inside the Right of Way). Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of access roads, haul roads, borrow pits, excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

- Be an employee of the Prime Contractor.
- Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.
- Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.
- Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available or have an approved representative available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.
2. Inform the Engineer in writing whenever the alternate WECS assumes project responsibilities.
3. Ensure that erosion control deficiencies are corrected within seventy two (72) hours or immediately during emergencies. Deficiencies that interfere with traffic flow, safety or downstream turbidity are to be corrected immediately.
4. During heavy rain, have the construction area patrolled day or night, any day of the week to quickly detect and correct erosion or flooding problems before they interfere with traffic flow, safety, or downstream turbidity.
5. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to [Subsection 105.15, "Failure to Maintain Roadway or Structures."](#)
6. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
7. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
8. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, shall result in one or more of the following;

- Suspension of the WECS' certification for a period of not less than 30 days
- Removal of the Contractor's project superintendent in accordance with Sections 105.05 and 108.05 for a period not less than 14 days
- Department wide revocation of the WECS certification for a period of 12 months
- Removal of the Contractor's project superintendent in accordance with Sections 105.05 and 108.05

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post-construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" by the GSWCC (Level IA) must be on the project.

A. Control Dust Pollution

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

B. Perform Permanent or Temporary Grassing

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by Subsection 107.23) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading (height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

C. Seed and Mulch

Refer to Subsection [161.3.05.B, "Perform Permanent or Temporary Grassing"](#).

D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address conditions that develop during construction but were unforeseen during the design stage.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

- Limit the surface area of erodible earth material exposed by clearing and grubbing.
- Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.
- Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.
- Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in [Subsection 161.1.02.A, "Related References"](#) or other control devices or methods to control erosion.

E. Erodible Area

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation.

If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

F. Perform Grading Operations

Perform the following grading operations:

1. Complete each roadway cut and embankment continuously, unless otherwise specified in the Contract or ordered by the Engineer.
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges. .
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:
 - Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.
2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
 - Falsework
 - Piling that is to be removed
 - Debris
 - Other obstructions placed or caused by construction operations
5. Do not ford live streams with construction equipment.
6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

I. General Requirements

Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4 ha).

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket ([Section 713](#), Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of [Subsection 700.3.05.A.1](#) are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.

4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per [Section 713](#), install Wood Fiber Blanket Type I per [Section 713](#) if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.

Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method ([Subsection 700.3.05.E.4](#)) when planting permanent grass.

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.

4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.

6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.

7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.

8. Use temporary erosion control measures to:

To correct conditions that develop during construction but were unforeseen during the design stage.

To use as needed before installing permanent erosion control features.

To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.

9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

- Contain erosion within the limits of the right-of-way
- Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

If a construction Project has separate contractors, the Prime Contractor shall maintain the erosion control features at grading sites as acceptable to the Engineer until the Contract is accepted. If any erosion control devices are damaged by any contractor either by neglect, by construction methods, or any other reasons, including acts of nature, they shall be repaired within 24 hours by the Prime Contractor at no cost to the Department.

161.4 Measurement

Control of soil erosion and sedimentation is not measured separately for payment.

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

If a designated WECS is not maintained or if the Contractor does not comply with this Specification, cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

B. Failure to submit reports

A non-refundable deduction will be taken from the schedule below whenever the WECS fails to submit completed reports required by [Subsection 167.3.05.C](#) in accordance with the provisions of this specification.

C. Failure to Comply with Specifications

If the Contractor fails to comply with any of the requirements of this Specification, all activities shall cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

D. Receipt of a Consent Order or Notice of Violation, etc

Regulatory enforcement actions will be resolved including at a minimum the following steps;

- The Department will perform an internal review of the alleged violations
- The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations
- The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount		
From More Than	To and Including	Daily Charge
0	\$100,000	\$750
\$100,000	\$1,000,000	\$1125
\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SUPPLEMENTAL SPECIFICATION

Section 163—Miscellaneous Erosion Control Items

Delete Section 163 and substitute the following:

163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Temporary sediment basins
- Sediment barriers and check dams
- Rock filter dams
- Stone filter berms
- Stone filter rings
- Temporary sediment traps
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (e.g., straw, hay, erosion control compost), and temporary grass.

163.1.01 Related References

A. Standard Specifications

[Section 109—Measurement and Payment](#)

[Section 161—Control of Soil Erosion and Sedimentation](#)

[Section 171—Temporary Silt Fence](#)

[Section 500—Concrete Structures](#)

[Section 603—Riprap](#)

[Section 700—Grassing](#)

[Section 711—Turf Reinforcement Matting](#)

[Section 716—Erosion Control Mats \(Slopes\)](#)

[Section 720 – Triangular Silt Barrier](#)

[Section 800—Coarse Aggregate](#)

[Section 801—Fine Aggregate](#)

[Section 822—Emulsified Asphalt](#)

[Section 860—Lumber and Timber](#)

[Section 863—Preservative Treatment of Timber Products](#)

[Section 881—Fabrics](#)

[Section 890—Seed and Sod](#)

[Section 893—Miscellaneous Planting Materials](#)

B. Referenced Documents

AASHTO M252

AASHTO M294

163.1.02 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor’s property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	893.2.02
Temporary Silt Fence	171
Concrete Aprons and Footings shall be Class A	500
Riprap	603
Temporary Grass	700
Triangular Silt Barrier	720
Lumber and Timber	860.2.01
Preservative Treatment of Timber Products	863.1
Corrugated Polyethylene Temporary Slope Drain Pipe	AASHTO M252 or M294

163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

163.3 Construction Requirements

163.3.01 Personnel

General Provisions 101 through 150.

163.3.02 Equipment

General Provisions 101 through 150.

163.3.03 Preparation

General Provisions 101 through 150.

163.3.04 Fabrication

General Provisions 101 through 150.

163.3.05 Construction

A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.

5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

B. Temporary Slope Drains

If temporary slope drains are required, conduct the roadway grading operation according to [Section 161](#) and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

C. Temporary Sediment Basins

Construct temporary sediment basins according to the Plans at the required locations, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
 - Grading
 - Drainage
 - Riprap
 - Spillways
 - Anti-seep collar
 - Temporary mulching and grassing on internal and external slopes
 - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to [Section 700](#).

D. Sediment Barriers

Construct sediment barriers according to the Plan details.

The following items may be used for sediment barriers

1. Type A Silt Fence.
2. Type C Silt Fence.
3. Rectangular, mechanically produced and standard-sized baled wheat straw.
4. Triangular Silt Barrier.
5. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
6. Coir: Use coir fiber bales of circular cross section at least 16" (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft³ (112 kg/m³). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.
7. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft³ (22 kg/m³). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).

8. Compost Filter Sock: Use general use compost (see Subsection 893.2.02.A.5.b) in circular bales at least 18 in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
9. Compost Filter Berm: Use erosion control compost (see [Subsection 893.2.02](#)) to construct a noncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

E. Other Temporary Structures

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

F. Temporary Grass

Use a quick-growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days), plant temporary grass as follows:
 1. Use seeds that conform to Subsection 890.2.01, "Seed." Perform seeding according to [Section 700](#); except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
 2. Prepare areas that require no further grading according to Subsection 700.3.05.A, "Ground Preparation." Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to [Section 700](#).
 3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to [Section 700](#). (Erosion control compost Mulch will not be allowed with grassing.)
 4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Subsection 700.3.05.A, "Ground Preparation".
 5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
 6. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
 7. Apply PAM according to manufacturer specifications.
 8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening, refer to Section 161.3.05H for Wood Fiber Blanket requirements.

G. Mulch

When staged construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. Mulch (Hay or Straw) - Without Grass Seed
 - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
 - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light disking, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.

- c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope.
 - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
2. Erosion control compost - Without Grass Seed
- a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
 - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
 - c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
 - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
 - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

H. Miscellaneous Erosion Control Items Not Shown on the Plans

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

I. Diversion Channels

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

J. Check Dams

Check dams are constructed of the following materials;

- Stone plain riprap according to [Section 603](#) (Place woven plastic filter fabric on ditch section before placing riprap.)
- Sand bags as in [Section 603](#) without Portland cement
- Baled wheat straw
- Compost filter socks
- Fabric (Type C silt fence)

Check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

K. Construction Exits

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

L. Retrofits

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

M. Inlet Sediment Traps

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer. Construct inlet sediment traps according to the appropriate specification for the material selected for the trap. Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

N. Rock Filter Dams

Construct rock filter dams of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

Rock filter dams shall remain in place until the permanent ditch protection is in place or is being installed and their removal is approved by the Engineer.

O. Stone Filter Berms

Construct stone filter berms of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

Stone filter berms shall remain in place until the permanent slope protection is in place or is being installed and their removal is approved by the Engineer.

P. Stone Filter Rings

Construct stone filter rings of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

A stone filter ring shall remain in place until final stabilization of the area which drains toward it is achieved and its removal is approved by the Engineer.

Q. Temporary Sediment Traps

Construct temporary sediment traps of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

A temporary sediment trap shall remain in place until final stabilization of the area which drains toward it is achieved and its removal is approved by the Engineer.

163.3.06 Quality Acceptance

General Provisions 101 through 150.

163.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

163.4 Measurement

A. Silt Control Gates

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

B. Temporary Slope Drains

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

C. Temporary Sediment Basins

Temporary sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Temporary grassing for sediment basins is measured separately for payment. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Riprap
- Final cleaning to remove the basin

D. Sediment Barriers

Sediment barriers are measured by the linear foot (meter).

E. Other Temporary Structures

Other temporary structures are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

F. Temporary Grass

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

G. Mulch

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not measured for payment. The cost for construction, materials, and removal is included in the price bid for other contract items.

I. Diversion Channels

Diversion channels are not measured for payment. The cost for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other contract items.

J. Check Dams

Stone, sand bags, baled wheat straw, and compost filter sock check dams are measured per each, which includes all work necessary to construct the check dam including woven plastic filter fabric placed beneath stone check dams. Fabric check dams are measured per linear foot.

K. Construction Exits

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

L. Retrofits

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

M. Inlet Sediment Traps

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

N. Rock Filter Dams

Rock filter dams are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

O. Stone Filter Berms

Stone filter berms are measured for payment per linear foot (meter) required. This includes the entire structure at each location and all the work necessary for construction.

P. Stone Filter Rings

Stone filter rings are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

Q. Temporary Sediment Traps

Temporary sediment traps are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

163.4.01 Limits

General Provisions 101 through 150.

163.5 Payment

A. Silt Control Gates

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

B. Temporary Slope Drains

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

C. Temporary Sediment Basins

Temporary sediment basins, measured according to [Subsection 163.4.C "Measurement,"](#) are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

D. Sediment Barriers

Sediment barriers are paid by the linear foot (meter). Price and payment are full compensation for work and supervision to construct, and remove the sediment barrier, including final clean-up.

E. Other Temporary Structures

Other temporary structures are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

F. Temporary Grass

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

G. Mulch

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not paid for separately. They are included in the price bid for other contract items.

I. Diversion Channel

Diversion channels are not paid for separately. They are included in the price bid for other contract items.

J. Check Dams

Payment is full compensation for all materials, construction, and removal. Stone plain riprap, sand bag, baled wheat straw, or compost filter socks check dams are paid for per each. The required woven filter fabric required under each stone check dams is included in the bid price. Fabric check dams are paid for per linear foot.

K. Construction Exits

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

L. Retrofits

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

M. Inlet Sediment Traps

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal.

N. Rock Filter Dams

Rock filter dams are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter dams and is included in the price bid for each.

O. Stone Filter Berms

Stone filter berms are paid for per linear foot (meter). Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter berms and is included in the price bid for linear foot (meter).

P. Stone Filter Rings

Stone filter rings are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under stone filter rings and is included in the price bid for each.

Q. Temporary Sediment Traps

Temporary sediment traps are paid for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

The items in this section (except temporary grass and mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

Item No. 163	Construct and remove silt control gates	Per each
Item No. 163	Construct and remove temporary pipe slope drains	Per linear foot (meter)
Item No. 163	Construct and remove temporary sediment barriers	Per linear foot (meter)
Item No. 163	Construct and remove sediment basins	Per each
Item No. 163	Construct and remove check dams except fabric dams	Per each
Item No. 163	Construct and remove fabric check dams	Per linear foot (meter)
Item No. 163	Construct and remove construction exits	Per each
Item No. 163	Construct and remove retrofits	Per each
Item No. 163	Construct and remove rock filter dams	Per each
Item No. 163	Construct and remove stone filter berms	Per linear foot (meter)
Item No. 163	Construct and remove stone filter rings	Per each
Item No. 163	Construct and remove inlet sediment traps	Per each
Item No. 163	Construct and remove temporary sediment traps	Per each
Item No. 163	Temporary grass	Per acre (hectare)
Item No. 163	Mulch	Per ton (megagram)

163.5.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SUPPLEMENTAL SPECIFICATION
Section 167—Water Quality Monitoring**

Delete 167 and substitute the following:

167.1 General Description

This Specification establishes the Contractor’s responsibility to meet the requirements of Part IV of the National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR100002. In the case of differing requirements between this specification and the Permit, whichever is the more stringent requirement shall be adhered to.

167.1.01 Definitions

Certified Personnel are defined as persons who have successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department’s WECS certification course.

Water Quality Monitoring as used within this specification, the term “monitoring” shall be inclusive of the acts of detecting, noting, discerning, observing, etc. for the purpose of gauging compliance with the GAR100002.

Qualifying Rainfall Sampling Event means that which is defined in the current GAR1000002, Part IV.D.6.d(3).

167.1.02 Related References

A. Standard Specifications

Section 161—Control of Soil Erosion and Sedimentation

B. Referenced Documents

NPDES Infrastructure Permit No. GAR100002

GDOT WECS Seminar

EPD Rule Chapter 391-3-7

GSWCC Certification Level IA Course

OCGA 12-7-1

167.1.03 Submittals

General Provisions 101 through 150

167.2 Materials

General Provisions 101 through 150.

167.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

167.3 Construction Requirements

167.3.01 Personnel

Use GSWCC level IA certified and WECS certified personnel to perform all sampling, inspections, and rainfall data collection. Use the Contractor-designated WECS or select a prequalified consultant from the Qualified Consultant List (QCL) to perform water quality sampling, inspections, and rainfall data collection.

The Contractor is responsible for having a copy of the GAR100002 Permit onsite at all times.

167.3.02 Equipment

Provide equipment necessary to complete the Work or as directed by the Engineer.

167.3.03 Preparation

General Provisions 101 through 150.

167.3.04 Fabrication

General Provisions 101 through 150.

167.3.05 Construction

A. General

Perform inspections, rainfall data collection, testing of samples, and reporting the test results on the project according to the requirements in Part IV of the GAR100002 and this Specification.

Take samples manually or use automatic samplers, according to the GAR100002. Note that GAR100002 requires the use of manual sampling or rising stage sampling for qualifying events that occur after the first instance of the automatic sampler not being activated during a qualifying event. Analyze all samples according to the Permit, regardless of the method used to collect the samples.

If samples are analyzed in the field using portable turbidimeters, the sampling results shall state they are being used and a digital readout of NTUs is what is provided.

Submit bench sheets, work sheets, etc., when using portable turbidimeters. There are no exceptions to this requirement.

Perform required inspections and submit all reports required by this Specification within the time frames specified. Failure to perform the inspections within the time specified will result in the cessation of all construction activities with the exception of traffic control and erosion control. Failure to submit the required reports within the times specified will result in non-refundable deductions as specified in Subsection 161.5.01.B.

B. Water Quality Inspections

The Department will provide one copy of the required inspection forms for use and duplication. Inspection forms may change during the contract to reflect regulatory agency needs or the need of the Department. Any costs associated with the change of inspection forms shall be considered incidental and shall be borne by the Contractor. Alternate formats of the provided forms may be created, used and submitted by the Contractor

provided the required content and/or data fields and verbatim certification statements from the Department's current forms are included.

The Engineer shall inspect the installation and condition of each erosion control device required by the erosion control plan within seven days after initial installation. This inspection is performed for each stage of construction when new devices are installed. The WECS shall ensure all installation deficiencies reported by the Engineer are corrected within two business days.

Ensure the inspections of the areas listed below are conducted by certified personnel and at the frequencies listed. Document all inspections on the appropriate form provided by the Department.

1. Daily (when any work is occurring):

Conduct inspections on the following areas:

- a. Petroleum product storage, usage, and handling areas for spills or leaks from vehicles or equipment
- b. All locations where vehicles enter/exit the site for evidence of off-site sediment tracking

Continue these inspections until a Notice of Termination (NOT) is submitted, and use the daily inspection forms.

2. Weekly and after Rainfall Events:

Conduct inspections on these areas every seven calendar days and within twenty-four hours after the end of a rainfall event that is 0.5 in (13 mm) or greater (unless such storm ends after 5:00 PM on any Friday or any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first):

- a. Disturbed areas not permanently stabilized
- b. Material storage areas that are exposed to precipitation
- c. Structural control measures, Best Management Practices (BMPs) to ensure they are operating correctly
- d. Water quality sampling locations and equipment
- e. Discharge locations or points, e.g., outfalls and drainage structures that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters

Continue these inspections until all temporary BMPs are removed and a NOT is submitted. Use the EC-1 Form.

3. Monthly:

Once per month, inspect all areas of the site that have undergone final stabilization or have established a crop of annual vegetation and a seeding of target perennials appropriate for the region. Look for evidence of sediments or pollutants entering the drainage system and or receiving waters. Inspect all permanent erosion control devices remaining in place to verify the maintenance status and that the devices are functioning properly. Inspect discharge locations or points, e.g. outfalls, drainage structures, that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters.

Continue these inspections until the Notice of Termination is submitted and use the monthly inspection form.

C. Water Quality Sampling

When the sampling location is a receiving water, the upstream and downstream samples are taken for comparison of NTU values. When the sampling location is an outfall, a single sample is taken to be analyzed for its absolute NTU value.

D. Reports

1. Inspection Reports:

Summarize the results of inspections noted above in writing on the appropriate Daily, Weekly, Monthly, or EC-1 form provided by the Department and includes the following information:

- Date(s) of inspection
- Name of certified personnel performing inspection
- Construction phase
- Status of devices
- Observations
- Action taken in accordance with Part IV.D.4.a.(5) of the GAR100002 Permit
- Signature of personnel performing the inspection
- Any instance of non-compliance

When the report does not identify any non-compliance instances, the inspection report shall contain a statement that the best management practices are in compliance with the Erosion, Sedimentation, and Pollution Control Plan. (See the EC-1 form.)

The reports shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to the Georgia Department of Natural Resources Environmental Protection Division (GAEPD). Such reports shall be readily available by the end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. The inspection form certification sheet shall be signed by the project WECS and the inspector performing inspections on behalf of the WECS (if not the same person). Submit all inspection reports to the Engineer within twenty-four hours of the inspection. The Engineer will review the submitted reports to determine their accuracy. The Engineer will notify the certified personnel of any additional items that should be added to the inspection report.

Correct any items listed in the inspection report requiring routine maintenance within seventy-two (72) hours of notification or immediately during perimeter BMP failure emergencies. Deficiencies that interfere with traffic flow, safety, or downstream turbidity are to be corrected as soon as practical but in no case later than seven (7) calendar days following the inspection.

Assume responsibility for all costs associated with additional sampling as specified in Part IV.D.6.d.3.(c) of the GAR100002 if either of these conditions arises:

- BMPs shown in the Plans are not properly installed and maintained, or
- BMPs designed by the Contractor are not properly designed, installed and maintained.

2. Sampling Reports

- a. All sampling shall be performed in accordance with the requirements of the GAR100002 Permit for the locations identified in the ESPCP approved by the Department.
- b. Report Requirements
Include in all reports, the following certification statement, signed by the WECS or consultant providing sampling on the project:

“I certify under penalty of law that this report and all attachments were prepared under my direct supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

When a rainfall event requires a sample to be taken, submit a report of the sampling results to the Engineer within seven working days of the date the sample was obtained. Include the following information in each report:

- 1) Date and time of sampling
- 2) Name of certified person(s) who performed the sampling and analyses.
- 3) Date the analyses were performed
- 4) Time the analyses were initiated
- 5) Rainfall amount on the sampling date (sampling date only)
- 6) NTU of each sample & analytical method
- 7) Location where each sample was taken (station number and left or right offset)
- 8) Identification of whether a sample is a receiving-water sample or an outfall sample
- 9) Project number and county
- 10) References and written procedures, whenever available, for the analytical techniques or methods used: whether the samples were taken by automatic sampler, rising-stage sampler, or manually (grab sample)
- 11) The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results
- 12) A clear note if a sample exceeds 1000 NTUs by writing “exceeds 1000 NTUs” prominently upon the report.

c. Report Requirements with No Qualifying Rainfall Events

In the event a qualifying rainfall event does not produce a discharge to sample, or sampling is “impossible”, as defined in the GAR1000002 Permit, a written justification must be included in the report as required at Part IV.D.4.a.(6) of the GAR100002 Permit.

d. Sampling Results

Provide sampling results to the Project Engineer within 48 hours of the samples being analyzed. This notification may be verbal or written. This notification does not replace the requirement to submit the formal summary to the Engineer within 7 working days of the samples being collected. The Engineer will ensure submission of the sampling report to GAEPD by the 15th of the month following the sampling results as per the GAR100002 Permit. The WECS will be held accountable for delayed delivery to the Department which results in late submissions to EPD resulting in enforcement actions.

3. Rainfall Data Reports:

Record the measurement of rainfall once each twenty-four hour period, except for non-working Saturdays, non-working Sundays and non-working Federal Holidays until a Notice of Termination is submitted. Project rain gauges and those used to trigger the automatic samplers are to be emptied after every rainfall event. This will prevent a cumulative effect and prevent automatic samplers from taking samples even though the rainfall event is not a qualifying event. The daily rainfall data supplied by the WECS to the Engineer will be the official rainfall data for the project.

167.3.06 Quality Acceptance

General Provisions 101 through 150.

167.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

167.4 Measurement

Water Quality Inspections in accordance with the inspection and reports sub-sections will be measured for payment by the month up to the time the Contract Time expires. Required inspections and reports after Contract Time has expired will not be measured for payment unless a time extension is granted by the Department.

Water Quality Sampling is measured per each. "Each" means each qualifying rainfall sampling event, not each sampled site.

When the sampling location is a receiving water, the upstream and downstream samples constitute one sample for comparison. When the sampling location is an outfall, a single outfall sample constitutes the entire sample.

167.4.01 Limits

General Provisions 101 through 150. Submit the monitoring summary report to the Engineer within 7 working days

167.5 Payment

Payment for Water Quality Inspections and Water Quality Sampling will be made as follows:

Water Quality Inspections will be paid at the Contract Price per month. This is full compensation for performing the requirements of the inspection section of the GAR100002 and this Specification, any and all necessary incidentals, and providing results of inspections to the Engineer, within the time frame required by the GAR100002 and this Specification.

Water Quality Sampling per each qualifying rainfall sampling event is full compensation for meeting the requirements of the sampling sections of the GAR100002 and this Specification, obtaining samples, analyzing samples, any and all necessary incidentals, and providing results of turbidity tests to the Engineer, within the time frame required by the GAR100002 and this Specification. This item is based on the rainfall events requiring sampling as described in Part IV.D. 6 of the GAR100002. The Department will not pay for samples taken and analyzed for rainfall events that are not qualifying events as compared to the daily rainfall data supplied by the WECS.

Payment will be made under:

Item No. 167	Water quality inspections	Per month
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Water Quality Sampling will be paid per each qualifying rainfall sampling event.

Payment will be made under:

Item No. 167	Water quality sampling	Per each
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167.5.01 Adjustments

General Provisions 101 through 150.

Office of Design Policy and Support

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 171—Silt Fence

Delete Section 171 and substitute the following:

171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

171.1.01 Definitions

General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications

[Section 163—Miscellaneous Erosion Control Items](#)

[Section 700—Grassing](#)

[Section 862—Wood Posts and Bracing](#)

[Section 881—Fabrics](#)

[Section 894—Fencing](#)

B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

[GDT 87](#)

[QPL 36](#)

171.1.03 Submittals

General Provisions 101 through 150.

171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Filter Fabrics	881
Fencing	894
Wood Posts and Bracing	862

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in [Subsection 881.2.07, "Silt Fence Filter Fabric."](#)

171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering protecting the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60 °C).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3 Construction Requirements

171.3.01 Personnel

General Provisions 101 through 150.

171.3.02 Equipment

General Provisions 101 through 150.

171.3.03 Preparation

General Provisions 101 through 150.

171.3.04 Fabrication

General Provisions 101 through 150.

171.3.05 Construction

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer

A. Install Silt Fence

1. Install silt fence by either of the following methods:
 - a. Excavated Trench Method
Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
 - b. Soil Slicing Method
Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing ensuring consistent depth and placement.
2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.
3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.
4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
 - a. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
 - b. Pockets: If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure the additional attachment is within the top 6 in (150 mm) of the fabric.
 - c. Install the filter fabric so 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
 - d. For Type C fence:
 - 1) Woven Wire Supported
 - Steel Post: Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
 - 2) Polypropylene Mesh Supported
 - Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
 - Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.

5. Install the fabric in the trench so 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.
6. Backfill and compact the trench to ensure flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.
7. When installing a silt fence across a waterway producing significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to [Section 163](#).

B. Remove the Silt Fence

1. Keep all silt fence in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.
2. After removing the silt fence, dress the area to natural ground, grass and mulch the area according to [Section 700](#).
3. The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.
4. Remove and replace any deteriorated filter fabric reducing the effectiveness of the silt fence.
5. Repair or replace any undermined silt fence at no additional cost to the Department.

171.3.06 Quality Acceptance

Approved silt fence is listed in [QPL 36](#). Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric failing to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3.07 Contractor Warranty

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.4 Measurement

The quantity of silt fence to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

Silt fence Type A, B, or C measured as defined in [Subsection 171.4, "Measurement,"](#) is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting the fence
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

- Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each fence is complete in place.
- Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171	Silt fence, type__	Per linear foot (meter)
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171.5.01 Adjustments

General Provisions 101 through 150.

Office of Design Policy and Support

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SUPPLEMENTAL SPECIFICATION

Section 201 – Clearing and Grubbing Right of Way

Delete Subsection 201.3.05.E.3 and substitute the following:

3. Solid Waste Material

a. Nonregulated Material

1) Common fill is defined as soil, rock, brick, concrete without reinforcement, concrete with reinforcement where the reinforcement has been removed flush with the surface of the concrete and cured asphalt, provided that such material does not contain hazardous waste constituents above background levels and the material results from Department funded construction contracts. Such fill is not subject to the Georgia Comprehensive Solid Waste Management Act of 1990 and the Solid Waste Management Rules when used as fill material on Department funded construction contracts or Department property or when used as fill material on property not owned by the Department when all requirements of this specification are fully met. Common fill meeting this definition may be placed as follows:

a. At a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.

b. At an off-site engineered fill location in accordance with the following requirements;

- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- A Georgia registered professional engineer shall document, certify and submit the following information on behalf of the Contractor to the Department; compaction rates, waste description including average particle size, and the depth of clean earthen fill lying above the engineered fill.

c. On site as compacted fill if prior written approval has been granted by the Engineer and in accordance with the following requirements:

- As compacted fill incorporated into embankment only. No area shall be excavated for the sole purpose of disposing of common fill.
- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- Records of the exact location by station and offsets, amount disposed per location in cubic yards, waste description including average particle size, compaction rates and depth of clean earthen fill lying above the composite materials shall be kept by the Engineer.

d. Materials that may be recycled or reused such as asphaltic concrete, Portland cement concrete, plastic, metal and materials that qualify under EPD regulations for sale or use may be reclaimed by the Contractor.

b. Regulated Material

- 1) Inert waste is defined as organic debris such as stumps, limbs and leaves, cured asphalt and any of the aforementioned common fill items that do not meet the compaction requirements when placed in an excess materials pit. An inert waste landfill permit shall be obtained in accordance with GDNR/EPD Rules to properly record the disposal of inert waste when compaction requirements are not met at an excess materials pit. If disposed of at a landfill, inert waste may only be disposed at a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 2) Construction and demolition waste is defined as construction forms, barrels, scrap metal, and other such by-products of construction not specifically listed above as either common fill or inert waste. Construction and or demolition waste must be disposed of at a permitted municipal, construction and demolition materials, or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 3) Dispose of oils, solvents, fuels, untreated lead paint residue, and other solid hazardous waste through a properly licensed hazardous waste disposal facility.

- 4) Remove municipal solid waste discovered during construction or shown on the Plans according to Section 215.

c. Solid Waste Handling and Disposal Documentation Requirements:

- 1) Waste disposed at a permitted municipal or construction and demolition landfill – all tipping receipts generated by the receiving landfill shall be provided to the Engineer.
- 2) Waste disposed at inert landfill – a copy of the landfill's Permit By Rule notification, and for landfills exceeding one acre, a copy of the landfill's NPDES General Storm water Permit Notice of Intent (NOI) and any local jurisdiction Land Disturbing Activity Permit, if applicable, shall be provided to the Engineer.
- 3) Any necessary documentation regarding a disposal site's permit status must be obtained by the Contractor and verified by the Department before any common fill, inert waste, or other solid waste is allowed to leave the site.
- 4) The documentation listed herein shall be maintained on-site in the project files and at any other location the Department deems necessary until a valid NPDES Notice of Termination is filed.

Recyclable materials must be separated from all waste materials and shall be properly stored in containers when practicable.

Excluding the above allowances, all types of waste shall be handled in full compliance with the following:

- The Georgia Solid Waste Management Rules, as amended (391-3-4)
- Georgia Comprehensive Solid Waste Management Act of 1990, as amended (O.C.G.A. 12-8-20)
- The Georgia Erosion & Sedimentation Act as amended (O.C.G.A. 12-7-1) and any applicable Local and State requirements as well as the General Permits of the Georgia Water Quality Control Act
- Any other applicable Federal, State, or Local rules or laws

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**P.I. No: 0015890
Fulton County**

SECTION 449 – Bridge Deck Joint Seals

Add the following Subsections to Section 449:

449.1 General Description

- A preformed silicone joint seal, or

449.1.03 Submittals

C. Submissions for Preformed Silicone Joint Seal

The following Preformed Silicone Joint and Adhesive may not be used on this project under this Special Provision 449: Wabo®SPS, and Wabo®Sil Caltrans.

449.2 Materials

J. Preformed Silicone Joint Seal and adhesive.

The preformed silicone joint seal shall as a minimum:

- Be held in place by a non-sag, high modulus silicone adhesive.
- Be compatible with the following header material: Concrete, Elastomeric Concrete, Epoxy, and Steel.
- Withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The depth of the joint seal shall be recessed below the riding surface throughout the normal limits of joint movement.
- Resistant to ultraviolet rays.
- Resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.

Ensure the joint meets the following physical properties:

Test	Requirements	Test Method
Hardness Type A durometer	53 \pm 5	ASTM D 2240
Tensile Strength (min)	550 psi (3.8 Mpa)	ASTM D 412
Elongation at break (min)	350%	ASTM D 412
Tear Strength (min)	80 lb/in (92 kg/cm)	ASTM D 624
Compression set (max)	30% at 350° F	ASTM D 395
Operating temp range (min)	-60° F to 450° F (51° C to 232° C)	

The adhesive shall also have the following properties:

Test	Requirements	Test Method
Sag/flow (max)	3/16" (4.8 mm)	ASTM C 639
Hardness	23 \pm 3	ASTM C 661
Tack free time (max)	30 minutes	ASTM C 679
Skin over time (tooling Time) (max)	5 minutes	AT 75° F/50% RH
Cure through to 1/4" thickness (max)	16 hours	AT 75° F/50% RH
Resistance to UV	No Degradation	ASTM C 793
Peel Adhesion to substrates (min)	50 lb/in (58kg/cm)	ASTM C 794

449.3.03 Preparation

A. Surface Preparation

2. Preparation for Joint Seal

Remove: "Saw-cutting of the concrete deck may be necessary to provide an acceptable attachment surface for the joint seal".

449.3.05 Construction

H. Preformed Silicone Joint Seal

1. After the concrete, elastomeric concrete, or epoxy header material has developed enough strength to be traffic ready, remove the temporary joint filler (when called for) and thoroughly clean the joint faces of all joint filler.
2. Remove all residue from the joint by lightly sandblasting the interior faces of the joint header. Prior to silicone joint seal installation, ensure surfaces are completely dry and all recommendations of the manufacture have been completed.
3. Clean the preformed silicone joint seal prior to installation by wiping it down with a cloth saturated with denatured alcohol.
4. The Contractor at no additional cost to the Department, may install a filler material in the joint below the preformed silicone joint seal to support the seal while the adhesive cures. The filler material shall meet Georgia Standard Specifications 833.2.06.A.2 "Bond Breakers", or as specified in plan detail.
5. Apply a 3/8" thick bead of adhesive along both sides of the joint at the depth recommended by the manufacture.
6. Position the joint seal to the proper depth and profile according to manufacture recommendations.
7. Apply a bead of adhesive along the top side of the joint on each side as recommended by the manufacture.
8. Tool the adhesive twice to insure complete contact with the vertical edge.
9. Use of unapproved waterproofing materials and practices not recommended by the joint seal manufacturer to seal post installation leaks is prohibited.

449.3.07 Contractor Warranty and Maintenance

Transmit a copy of the manufacture's standard five-year performance warranty on each installation to the Bridge Maintenance Unit and the Contractor.

The Contractor by acceptance of the work described in this Specification, shall guarantee, to replace defective joint installations due to adhesive or cohesive failure, and failure under normal traffic for a period of (3) three years. Commence the (3) year period on the date of the acceptance of the work. This guarantee shall cover all labor and materials required by the Department to satisfactorily repair and replace defective bridge joints. Transmit a copy of this agreement to the Bridge Maintenance.

449.5 Payment

Payment will be made under:

Item No. 449	Preformed Silicone Joint Seal, Bridge No. - _____ Bent No - _____	Per Linear Foot (meter)
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Georgia Department of Transportation
State of Georgia
Special Provision
10th STREET BRIDGE MULTI-MODAL CONNECTION
P.I. NO.: 0015890
Section 500—Concrete Structures

Add the following to Subsection 500.1:

This work consists of manufacturing and using Portland cement concrete with lightweight aggregate to construct structures as shown in the Plans.

Add the following to Subsection 500.1.02.B

ASTM C 567

AASHTO T 96

AASHTO T 104

AASHTO M 195

AASHTO T 196

GDT 32

Add the following to Subsection 500.3.01:

C. ACI Concrete Technician

Provide a GDOT certified ACI Concrete Technician, from an independent GDOT prequalified consultant firm, which is certified to perform Field Testing of Roadway Construction Materials.

Add the following to Subsection 500.3.04.F.1:

f. Lightweight Concrete—Concrete composed of a mixture of cementitious material, normal weight fine aggregate, lightweight coarse aggregate conforming to AASHTO M 195, water and admixtures. All structural lightweight concrete will have a maximum equilibrium density of 115 lbs/ft³ (1840 kg/m³) as determined by ASTM C 567.

g. Lightweight concrete will comply with the applicable requirements of Section 500 of the Standard Specifications. Use GDT 32 or AASHTO T 196 to determine air content of structural lightweight concrete.

Use lightweight coarse aggregate from an approved source or stockpile meeting the requirements of AASHTO M 195 and the Sulfate Soundness (AASHTO T 104) and Los Angeles Abrasion (AASHTO T 96) requirements of Section 800.2. Nominal sizes of lightweight coarse aggregates are as specified in AASHTO M 195 as 3/4, 1/2 or 3/8 in. (19.0, 12.5 or 9.5 mm).

The use of lightweight aggregate in concrete in a particular component of a structure will be shown on the Plans or called for in the specifications.

Add the following to Subsection 500.3.06:

F. Air Content Testing of Structural Lightweight Concrete

Provide testing of structural lightweight concrete per Subsection 500.3.04.F.1.g, and in accordance with test frequencies outlined in the Sampling, Testing and Inspection Quick Guide. Perform air content by a technician meeting the requirements of Subsection 500.3.01.C and who is approved by the Engineer. Submit test results to the Engineer. No separate measurement for payment will be made for testing of structural lightweight concrete.

MATERIALS AND TESTING

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

10th STREET BRIDGE MULTI-MODAL CONNECTION

P.I. NO: 0015890

Section 500 – Concrete Structures

Replace Section 500.3.05.AB.4. with the following

500.3.05.AB:

4. Type III – Special Surface Coating Finish

Apply a Type III – Special Surface Coating Finish to existing and new concrete elements identified in the plans.

The special surface coating finish shall consist of a Class B coating system, applied to produce a colored finish on concrete surfaces. The project Sponsor (Midtown Alliance) and Engineer will select from a smooth, fine, or medium textured finish. The color will be per contract plans. Final finish to be approved by Owner.

The Contractor shall submit sample boards, 2'x2' minimum of selected color showing smooth, fine, and medium textures for color verification and texture selection by the project Sponsor.

The same brand of special surface coating shall be used throughout the project.

Achieve a special surface coating finish as follows:

- a. Ensure that surface coating material meets the requirements of Section 836, for Class B, Type 1. Select coating material from the QPL 17.
- b. Do not use form oils that affect the bonding of surface coatings.
- c. Do not use wax-based or other curing compounds incompatible with surface coatings. Have the coating manufacturer or the laboratory determine compatibility.
- d. On surfaces that will receive a coating finish, do not cure with membrane-curing compound or remove forms with bond-breaking agents or excessive oil.
- e. Prepare existing concrete surfaces in accordance with manufacturer's recommendations.
- f. Apply coatings as follows:

- Apply in accordance with manufacturer's recommendations and specifications
 - Apply a test section as directed by the Engineer to determine the acceptance of a coating under field conditions.
- g. Protect coated surfaces from rain or freezing temperatures for 24 hours after application.
- h. Ensure that the final coating produces a smoothly textured surface that is uniform in color, thickness, and appearance.

Measurement and Payment

There is no separate measurement and payment for the Type III – Special Surface Coating Finish.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**P.I. No. 0015890
Fulton County**

Section 519 – Concrete Overlay

Section 519—TWO-PART EPOXY POLYMER OVERLAY

519.1 General Description

This work includes preparation of the concrete surface and furnishing and placing of a two-part polymer overlay at the location and thickness as indicated on the plans. This overlay system consists of a minimum 3/8" (9.5mm) thick application to provide complete waterproofing as well as providing a non-skid surface that withstands continuous heavy traffic and extreme changes in weather conditions.

519.1.01 Definitions

General Provision 101 through 150

ICRI: International Concrete Repair Institute

CSP: Concrete Surface Profile

519.1.02 Related References

A. Standard Specifications

[Section 107 – Legal Regulations and Responsibility to the Public](#)

[Section 504—Twenty-Four Hour Accelerated Strength Concrete](#)

[Section 886—Epoxy Resin Adhesives](#)

[Section 934—Rapid Setting Patching Materials for Portland Cement Concrete](#)

B. Referenced Documents

ASTM C 1583

ASTM D 570

ASTM D 638

ASTM D 2240

ASTM D 2556

ASTM D 4263

AASHTO T 27

AASHTO T 255

GDT 58

519.2 Materials

Submittals: The Contractor must submit overlay materials for each Concrete Overlay project to the Office of Materials and Testing for approval a minimum of 30 days prior to beginning work. Any change to approved overlay materials during the project must be submitted for approval before continuing work. Sample requirements: Two Part Epoxy Polymer components, one gallon each, Part A and Part B. Aggregate, 20 lb. or one bag minimum. Each polymer overlay component product container shall be clearly labeled with the following: Manufacturer and Brand Names, mixing instructions, material data sheet, and a copy of this Special Provision. The Office of Materials and Testing will grant approval based on laboratory test results and on the system's performance during a 2 year field evaluation. The following Two-Part Epoxy Polymers may not be used on this project under this Special Provision 519: E-Bond 526 and Dayton Superior Corporation - Unitex Pro-Poxy Type III DOT.

- A. Concrete Surface Overlay:** Use an overlay consisting of a two-part epoxy polymer that is free of any fillers or volatile solvents and formulated to provide simple volumetric mixing ratio of two components such as one to one or two to one by volume. Use a two-part epoxy polymer system formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the system. Do not use external or conventional plasticizers. Introduce flexibility by interaction of elastomers to chemically link in the process of curing so that the flexibility of the molecule is minimally affected during the low temperature conditions that are confronted in actual use. Use a two-part polymer overlay system having the following physical properties when cured:

PHYSICAL PROPERTIES FOR CURED TWO-PART EPOXY POLYMER OVERLAY SYSTEM		
TEST	REQUIREMENTS	TEST METHOD
Compressive Strength w/aggregate @ 3 days	5,000 PSI min. (35 MPa)	ASTM C 109 w/plastic inserts
Tensile Strength @ 3 days	2,500 PSI min. (17 MPa)	ASTM D 638
Tensile Elongation @ 3 days	30% min.	ASTM D 638
Water Adsorption @ 3 days	0.20% max.	ASTM D 570
Shore "D" Hardness @ 3 days	60 min.	ASTM D 2240
Viscosity (Mixed Polymer)	1500 – 2500 cps	ASTM D 2556
Pot Life (Mixed Polymer)	15-40 minutes	GDT-58
Concrete Briquette Bond Strength @ 24 hours	400 PSI min. (2.76 MPa)	GDT-58
Field Adhesion to Concrete @ 72 hours	100% failure in concrete	ASTM C 1583 (Pull Out Method)

- B. Aggregate:** The aggregate for all layers shall be angular, nonfriable, non-polishing, clean and free of dirt, clay, asphalt and other deleterious substances. The aggregate shall be dry to a maximum moisture content 0.2% by weight in accordance with AASHTO T 255. Use Chert, or Flint aggregate tested according to AASHTO T 27 conforming to the following gradation.

AGGREGATE GRADATION	
SIEVE SIZE	% PASSING BY WEIGHT
No. 4	100
No. 20	0 – 5
No. 200	0 – 1.0

519.2.01 Delivery, Storage and Handling

Deliver all materials in their original containers, bearing the manufacturer's label, specifying date of manufacture, batch number, trade name brand, quantity and mixing ratio.

Store all materials to prevent damage from the elements and to insure the preservation of its quality and fitness for the work. Avoid contact with flame.

Inspect all stored materials, although accepted before storage, prior to their use in the work. Ensure that all stored materials meet the requirements of the Contract at the time of use.

Remove from the site of the work immediately, any material rejected because of failure to meet the required tests or rejected because of damage. Replace all removed material at no additional cost to the Department.

519.3 Construction Requirements

519.3.1 Contractor Qualifications

Submit to the Engineer for approval written verification from the Contractor or Subcontractors proving at least three (3) years' experience in concrete preparation, cleaning, and application of two part epoxy polymer and aggregate overlay systems on concrete. The Contractor or Subcontractor must also submit a list of at least three (3) successful two part epoxy polymer and aggregate overlay projects on concrete which have been in service for at least two (2) years without failure. List each project location including; total installed area of two part epoxy and aggregate concrete overlay, manufacturer of two part epoxy polymer and aggregate, and a reference contact for each project.

519.3.2 Preparation

A: Removal and Preparation of Repair Area

Sound all visual concrete surface defects of greater than 1 inch X 6 inch (25 mm X 150 mm) to determine the limits of the damaged areas. Strike the concrete surface around the defect with a hammer, chain drag, or other similar tool to detect unsound concrete having a "flat" or "hollow" sound. Mark the limits of the defective areas on the concrete surface by making a rectangular area 2 inches (50mm) beyond the outer limits of the unsound concrete area to serve as a guide for sawing. Mark spalled areas within less than 6 inches (150mm) of each other as one spall area.

Saw the rectangular marked areas with near vertical faces not less than one inch (25mm) in depth. Exercise extreme care not to saw or damage the reinforcing steel. Remove all unsound material within the sawed areas. Remove concrete to a minimum depth of 1/2 inch (13mm) below the top mat of reinforcing steel by power chipping or hand tools. Do not use pneumatic hammers heavier than a 15 lb. class (nominal). Do not operate pneumatic hammers and chipping tools at an angle exceeding 60 degrees relative to the surface of the concrete surface. Such tools may be started in the vertical position but must be immediately tilted to a 60 degree operation angle. Clean all exposed reinforcing steel of all rust, corrosion products, oil, dirt, concrete fragments, loose scale and any other coating of any character that would destroy or inhibit the bond with the patching material. Exercise utmost care not to damage or fracture the sound concrete substrate left on the bottom of the spall repair area. Do not use sharp pointed bits.

Hold "over-cutting" of the concrete surface beyond marked areas to the minimum amount possible. Thoroughly clean all "over-cutting" of "saw slurry" and other contaminants. Then repair by filling full-depth with an approved Type II epoxy adhesive as specified in Section 886. Make such repairs as soon as possible.

Just prior to placing the patching material, thoroughly clean the surfaces within the repair areas by abrasive blasting and air blasting to remove any oil, dust, dirt, slurry from saw operation, and other contaminants. Remove abrasives from the blasting operation from the concrete surface. During blasting, protect traffic in adjacent lanes.

B. Placement of Patching Material

Ensure that the Contractor uses Repair Method No. 1 or Method No. 2 as described below. For both repair methods, ensure that the surface within the repair areas is dry and thoroughly cleaned of all contaminants immediately before placement. Ensure that air compressors used for cleaning repair areas are equipped with suitable traps capable of removing all surplus water and oil in the compressed air. Do not use contaminated air. Ensure that the compressor is capable of delivering compressed air at a continuous pressure of 90 psi (620kPa).

Ensure that the finished surface meets a surface tolerance of 1/16 inch (1.6mm). Utilize such approved measures as necessary to keep the concrete surface adjacent to the patching operation reasonably clean of excess grout and other materials at all times. Unless otherwise specified, complete all patching operations and open all lanes to traffic before sunset each day.

1. Repair Method No. 1 (24 Hour Accelerated Strength Concrete)

After the repair area preparation is complete, completely coat all concrete surfaces within the repair area with a film of Type II epoxy at a thickness of 10 to 20 mils (0.25 to 0.50mm).

Use concrete that meets the requirements of Section 504. Mix the concrete on site. Use a mix design and mixing method approved by the Laboratory. Deposit concrete in the repair area while the epoxy is still tacky and vibrate sufficiently to form a dense, homogeneous mass of concrete, completely filling the area of the patch. Scream the

concrete to the proper grade and allow to remain undisturbed until the water sheen disappears from the surface. Then cover the concrete with wet burlap or membrane curing compound. Ensure that curing continues for a minimum of 3 hours. The Engineer may require a longer curing time to ensure sufficient strength development of the concrete prior to opening to traffic.

2. Repair Method No. 2 (Rapid Setting Patching Material)

Follow the above requirements for Repair Method No. 1. Additionally, prepare the surfaces in the repair areas in accordance with the manufacturer's written recommendations. Ensure that handling, mixing, placement, consolidation, screeding, and curing of the patching material are in accordance with the manufacturer's written instructions as approved by the Laboratory. Ensure that curing continues for at least one hour and until the section is opened to traffic.

519.3.3 Construction

A: Surface Preparation: Clean the concrete surface by shot blasting to remove oil, dirt, rubber or any other potentially detrimental material such as curing compound and laitance which may prevent proper bonding and curing of the material. Clean concrete surface to International Concrete Repair Institute (ICRI), Concrete Surface Profile (CSP) standard CSP 6 (medium scarification) minimum. The Contractor will maintain a set of ICRI Concrete Surface Profile chips on the project. CSP chips will be made available to the Engineer to ensure the CSP 6 standard is maintained.

The Contractor is directed to Section 107 of the Standard Specifications giving the Contractor responsibility for the work site, and requiring conformance to all federal, state, and local laws relating to pollution control and worker protection. In particular, ensure that the Contractor is familiar with and in full compliance with the provisions of the laws concerning the management of waste and worker protection.

Do not allow construction traffic on any portion of the concrete surface that has been shotblasted or on the overlay without specific approval of the Engineer. Overlay the concrete surface-within 24 hours of the surface preparation operation.

Ensure that all surfaces to be overlaid are dry at the time of application. Immediately before applying the overlay system, clean all prepared surfaces with compressed air (or vacuum) to remove dust and debris. Ensure that the compressor is equipped with a filter to prevent oil in the air supply. Do not apply the overlay system when rain is forecast to occur within 48 hours of application. Do not apply the overlay system unless the minimum ambient temperature is 50° and rising or when concrete surface temperature is expected to exceed 100 °F.

If, in the opinion of the Engineer, the surface has become soiled or contaminated prior to the application of the overlay, re-clean the surface to (ICRI) CSP 6 standard and the satisfaction of the Engineer at no additional cost to the Department.

B. Field Test: Prior to commencing the overlay operation, place a full depth overlay test area on the concrete surface of each bridge in this project. Prepare the area for the test overlay as described above. Ensure that the test is large enough so that the cleaning equipment and methods to be employed in the full-scale operation can be used for the field test. Ensure that the degree of cleaning used on the test area meets (ICRI) CSP-6 minimum. The application of the overlay system to the test area should be used to establish proper procedures and techniques for applying the overlay to the full structure.

After the test area has cured for 72 hours, the contractor will check adhesion in accordance with ASTM C 1583 (Pull Out Method). Test a minimum of three sample areas in the presence of the Engineer. Ensure that no adhesion test has an adhesive strength less than 250 psi (1.7 MPa) and that the minimum average value for the 3 tests is greater than 300 psi (2.0 MPa). Do not perform tensile test when surface temperature is at or above 90°F (32°C). Ensure that the polymer overlay thickness meets requirements of 519.3.02.C. Ensure that aggregate is broadcast evenly into polymer until refusal and that no epoxy bleed through is present.

If the Field Test of a sample area fails to meet the above requirements due to a cohesive failure of the concrete substrate, thickness of epoxy polymer overlay, or epoxy polymer bleed through is present, the sample area will be considered unacceptable. Successful completion of the Field test will be required before beginning full-scale overlay operations.

Equipment:

1. Mechanical Epoxy Polymer Application Equipment.

Ensure that each component of the two-part polymer is metered, mixed together, and distributed onto the concrete surface by machine. Ensure that the dispensing machine is capable of ratio check verification at the

pump outlets as well as cycle counting to monitor output. Ensure that the in line mixing is motionless so as not to overly shear the material. Ensure that the machine makes maximum use of the working time of the polymer by mixing it immediately prior to dispensing onto the concrete surface. Adequate hand tools to facilitate the placement of the overlay according to this specification. Use V-Notched squeegees with 1/4 in. or 3/8 in. notches to spread the epoxy polymer to a consistent thickness. Discard worn squeegees when they are no longer capable of spreading the epoxy polymer at the specified spread rate.

2. Hand Epoxy Polymer Application Equipment.

Use calibrated containers for accurate measurement of epoxy polymer components. Use paddle type or other mixing device capable of accurate and complete mixing of epoxy resin and hardening components. Use V-Notched squeegees with 1/4 in. or 3/8 in. notches to spread the epoxy polymer to a consistent thickness. Discard worn squeegees when they are no longer capable of spreading the epoxy polymer at the specified spread rate.

3. Aggregate Application Equipment.

All methods of aggregate application shall distribute aggregate uniformly allowing aggregate to fall into the epoxy polymer to refusal. Aggregate spreaders similar to agricultural fertilizer spreaders shall be capable of accurate application of the aggregate over 100% of the work area. A sand blaster or venture system connected to an air compressor may be used to draw aggregate from bulk bags or cement tanker through hoses adequate to place aggregate into epoxy polymer. Aggregate may be broadcast by hand ("Chicken Feeding"). Methods of aggregate placement that displace or pushes the epoxy polymer will not be allowed.

C. Application: Provide suitable coverings, such as heavy duty drop cloths, to protect all exposed areas not to be overlaid, such as curbs, railings, parapets, deck drains, locations of expansion joints that are to receive expansion joint membranes, etc. Clean or repair any damage or defacement resulting from the application, at the Contractor's expense, to the satisfaction of the Engineer.

Ensure that application of the overlay system is done by the supplier, or by a factory trained or licensed applicator, with written approval from the manufacturer of the overlay system.

Ensure that the number of layers and the application rates of the materials in the various layers are adequate to achieve a minimum 3/8 in. (9.5mm) and maximum 1/2 in. (13mm) overlay thickness when measured from the top of the concrete substrate to the top of the polymer (not the peaks of the aggregate). Ensure that the application of the overlay system is as follows:

1. APPLICATION OF INITIAL EPOXY POLYMER LAYER: Application of the initial epoxy polymer overlay layer shall not begin until the substrate is visibly surface dry, free of water and moisture. ASTM D 4263 modified for 2 hours may be used to verify dryness. After mixing of the epoxy polymer components, evenly distribute on the clean, dry concrete surface at the minimum rate of 40 ft²/gal (.98 M²/L).
2. APPLICATION OF AGGREGATE: Apply dry aggregate to epoxy polymer within ten minutes of placement of epoxy polymer and before it becomes tacky. The initial layer of aggregate shall be applied at a minimum rate of 10 lbs. /yd² (5.5 Kg/M²) to refusal so that no wet spots are visible. If epoxy bleeds through the aggregate, the area should be immediately covered with additional aggregate prior to initial set.
3. CONSOLIDATION: If required by the manufacturer, use a hand operated roller as approved by the Engineer and the manufacturer within 10 minutes of the aggregate application to evenly consolidate the aggregate into the polymer.
4. REMOVAL OF EXCESS AGGREGATE: After initial cure, remove excess aggregate by a power vacuum or other Engineer approved method prior to the application of subsequent layers of polymer.
5. APPLICATION OF ADDITIONAL LAYERS: Additional layers may be applied immediately after the initial set of the preceding layer (as determined by the Manufacturer and Engineer) and removal of all excess aggregate. The maximum time allowed between each layer shall be at the discretion of the Engineer and the Manufacturer and may vary depending on the temperature and circumstances of the project. Ensure that joints are staggered and overlapped between successive layers so that no ridges will appear.
 - a. Apply additional epoxy polymer components at a minimum rate of 22 ft²/gal (.54 M²/L).
 - b. Apply aggregate to additional epoxy polymer at a minimum rate of 14 lbs. /yd² (7.6 Kg/M²) to refusal so that no wet spots are visible. Apply additional aggregate to areas where epoxy polymer bleeds through immediately before epoxy polymer becomes tacky.
 - c. Contact the epoxy polymer manufacture for minimum cure time estimates.

6. **TRAFFIC CONSIDERATIONS:** Traffic may be allowed on the final layer after the polymer has reached its final cure (as determined by the Manufacturer) and after removal of all excess, loose aggregate.
7. **OVERLAY SURFACE:** Ensure that the finished surface consists of a uniform coat of imbedded exposed aggregate.

519.3.4 Quality Acceptance

A: Thickness Verification

Ensure that the overlay is at least $\frac{3}{8}$ " (9.5mm) thick as measured from the concrete substrate to the top of the polymer at three random locations for every 1000 yd² (830 m²) of surface area. Recoat thin areas as described above and re-verify thickness at no additional cost to the Department. This verification may consist of cores, holes, etc., but in all cases repair any areas tested to destruction before final acceptance.

In thin areas that have been recoated to obtain the required minimum thickness, the Engineer may require additional adhesion strength tests in accordance with ASTM C 1583 (Pull Out Method) to verify the Contractor's procedure for recoating existing overlay.

519.3.5 Contractor Warranty and Maintenance

The polymer manufacturer and the Contractor, by acceptance of the work described in this Specification, shall jointly agree to guarantee the wearing surface against all defects incurred during normal traffic use for a period of ten years. Commence the ten year period on the date of acceptance of the work. The guarantee shall cover all labor and materials required by the Department to satisfactorily repair and replace the wearing surface. Transmit a copy of this agreement to the Office of Bridge Maintenance.

519.4 Measurement

519.4.1 Surface Preparation:

Measure the area of the concrete surface acceptably repaired and blast cleaned prior to installation of the overlay in square yards (meters) computed from surface measurements taken to the nearest 0.1 foot (30mm). Do not measure the blast cleaning of any longitudinal or transverse construction joints or vertical surfaces for payment.

519.4.2 Epoxy Polymer Overlay:

Measure the area of the concrete surface acceptably overlaid with polymer and broadcast spread crushed aggregate in square yards (meters) computed from surface measurements taken to the nearest 0.1 foot (30mm).

519.5 Payment

519.5.1 Surface Preparation:

Surface preparation is paid for by the square yard (meter) of the concrete surface acceptably repaired and blast cleaned prior to installation of the overlay. Payment includes all expenses associated with removal of existing concrete, repair and blast cleaning operations.

519.5.2 Epoxy Polymer Overlay:

Epoxy polymer overlay is paid for by the square yard (meter) of the concrete surface overlaid, complete in place and accepted, provided, however, that the specified minimum overlay thickness requirement is met. The individual layers necessary to attain the specified thickness will not be paid for individually. Payment includes all labor and material cost, procurement, handling, hauling and processing, coring for thickness verification, guarantee, and includes all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Item No. 519	Surface Preparation	Per square yard (meter)
Item No. 519	Concrete Overlay	Per square yard (meter)

Item No. 519-0515 Surface Preparation per Square Yard (Meter)

Item No. 519-0530 Polymer Overlay per Square Yard (Meter)

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

10th STREET BRIDGE MULTI-MODAL CONNECTION

P.I. NO: 0015890

Section 643 – Fence

Remove and replace Section 643 with the following:

643.1 General Description – Ornamental Fence

Detail, fabricate, furnish and install ornamental fence per the Plans and the following specifications.

643.1.01 Definitions

General Provisions 101 through 150.

643.1.02 Related References

A. Standard Specifications

- (a) Section 501 – Steel Structures
- (b) Section 850 – Aluminum Alloy Metals
- (c) Section 851 – Structural Steel
- (d) Section 852 – Miscellaneous Steel Materials
- (e) Section 858 – Miscellaneous Metals

B. Reference Documents

General Provisions 101 through 150.

643.01.03 Submittals.

A. Shop Drawings.

- (a) Provide complete shop drawings for ornamental fence. Shop drawings must be approved by the Engineer and GDOT prior to the commencement of fabrication of the fence.
 - (i) Show all member geometry, sizes, materials, and connection details.
 - (ii) Include large-scale details of anchorages and connecting elements.

B. Metal Mesh for Fence.

- (a) Provide the following for review/approval in advance of fabrication and installation:
 - (i) Product Data - Metal Mesh Manufacturer Sheets: Manufacturer's data sheets on each product to be used, including thickness, physical characteristics, and finish, and:
 - 1. Finish manufacturer's data sheet showing physical and performance characteristics.
 - 2. Storage and handling requirements and recommendations.
 - (ii) Fabrication instructions and recommendations.
 - (iii) Shop Drawings.
 - 1. Provide shop drawings for fabrication layout and elevations, dimensions and details.
 - 2. Differentiate between shop and field fabrication.

- 3. Indicate substrates and adjacent work with which the fabrications must be coordinated.
- (iv) Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available finishes and patterns.
- (v) Verification Samples: For each finish product specified, minimum size 12 inches square, representing actual product in color and texture.
- (vi) Installer's Qualifications.
- (vii) Maintenance Data: Care of finishes.

643.2 Materials

- A. Metals.**
 - (a) General.
 - (i) Furnish structural steel, steel pipe, and aluminum and stainless steel components of the grades, materials, dimensions, sizes, and finishes as specified in the Plans.
 - (ii) Furnish bolts, nuts, washers, and other connections of the types, materials, and sizes as specified in the Plans.
- B. Metal Mesh.**
 - (a) Materials:
 - (i) Provide metal mesh material in accordance with the basis of design and performance requirements as shown in the Plans.
 - (b) Anchors, Clips and Accessories:
 - (i) Fabricate clips and accessories in accordance with the materials, dimensions, and requirements shown on the plans.
- C. Fence Posts and Rails**
 - (a) Fabricate fence posts and rails in accordance with the dimensions, material requirements, and finishes shown in the Plans.
 - (b) Coordinate fence post and rail details with architectural lighting.
- D. Thru-Bolt Connections**
 - (a) Furnish thru-bolt connections in accordance with dimensions, materials, grades, locations, and finishes shown in the Plans.
- E. Coatings.**
 - (a) Coating Systems – Exterior.
 - (i) Aluminum Alloys:
 - 1. Clear Anodic Finish; AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker on all aluminum alloy components.
 - (b) Accessory Materials.
 - (i) Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not.

643.2.01 Delivery, Storage, and Handling.

- A. Metal Mesh.**
 - (a) Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - (b) Protect finishes by applying heavy duty removable plastic film during production.
 - (c) Package for protection against transportation damage.
 - (d) Provide markings to identify components consistently with drawings.
 - (e) Exercise care in unloading, storing and installing panels to prevent bending, warping, twisting and surface damage.
 - (f) Store products protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.
 - (g) Store in well ventilated space out of direct sunlight.
 - (h) Protect from moisture and condensation with tarpaulins or other suitable weather tight covering installed to provide ventilation.
 - (i) Do not store in any enclosed space where ambient temperature can exceed 120 degrees F.

- (j) Avoid contact with any other materials that might cause staining, denting, or other surface damage.
- B. Metals.**
 - (a) Deliver, store, and handle metal materials in accordance with requirements of related Standard Specifications.

643.3 Construction Requirements.

643.3.01 Personnel.

General Provisions 101 through 150.

643.3.02 Equipment.

General Provisions 101 through 150.

643.3.03 Preparation.

General Provisions 101 through 150.

643.3.04 Fabrication.

General Provisions 101 through 150.

643.3.05 Construction.

- A. Coating.**
 - (a) Scope.
 - (i) Finish all surfaces unless otherwise indicated.
 - 1. Examination:
 - a. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
 - b. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
 - c. Test shop-applied primer for compatibility with subsequent cover materials.
 - 2. Application:
 - a. Apply products in accordance with manufacturer's instructions.
 - b. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
 - c. Apply each coat to uniform appearance.
 - d. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
 - 3. Cleaning:
 - a. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Erection.**
 - (a) Examination:
 - (i) Verify dimensions, tolerances, and interfaces with other work.
 - (ii) Verify substrate on-site to determine that conditions are acceptable for product installation in accordance with manufacturer's written instructions.
 - (iii) If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.
 - (iv) Notify Engineer in writing of conditions detrimental to proper and timely completion of work. Do not proceed with erection until unsatisfactory conditions have been corrected.
 - (b) Preparation:
 - (i) Protect adjacent work areas and finish surfaces from damage during installation.
 - (c) Installation of metal fabrications:
 - (i) Locate and place as shown in the Plans.

- (ii) Do not cut or abrade metal mesh finishes that cannot be completely restored in the field. Return such items to manufacturer or fabricator for required alterations and refinishing or provide new items.
- (iii) Aluminum surfaces in contact with concrete shall be thoroughly coated with an aluminum impregnated caulking compound of approved quality.
- (d) Cleaning:
 - (i) Shop Primer Touchup and Repair: Clean field welds, bolted connections and abraded areas of shop paint.
 - (ii) Paint exposed areas with same material used for shop painting.
 - (iii) Restore finishes damaged during installation and construction period. Return items that cannot be refinished in the field to manufacturer or fabricator. Refinish entire unit or provide new units.
 - (iv) Remove protective film after installation of joint sealers, after cleaning of adjacent materials, and immediately prior to completion of work.
 - (v) Remove temporary coverings and protection of adjacent work areas.
 - (vi) Clean installed products in accordance with manufacturer's instructions.
- (e) Protection:
 - (i) Protect installed products from damage during construction.

643.3.06 Quality Assurance.

- A. Fabricator Qualifications: Company specializing in fabricating products specified in this section.
 - (a) With not less than three years of documented experience.
 - (b) Approved on GDOT's QPL-59 – "Miscellaneous Metal Fabricators."
- B. Installer and Erector Qualifications: Company specializing in performing work of the type specified in this section.
 - (a) With minimum 3 years of documented experience.

643.3.07 Contractor Warranty and Maintenance.

General Provisions 101 through 150.

643.4 Measurement and Payment

Costs for ornamental fence shall include detailing, materials, fabrication, delivery, erection, furnished labor, tools, equipment, and incidentals required to provide the work completed, including all connections the bridge structure. The accepted quantities of ornamental fence will be paid for at the Contract Unit Price per linear foot.

Payment will be made under:

Item No. 643	Ornamental Fence	Per Linear Foot
--------------	------------------	-----------------

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Fulton County
Project Number: 0015890**

SECTION 680 – HIGHWAY LIGHTING

680.1 GENERAL DESCRIPTION

Retain Section 680.1 and add the following:

- A. **Project Location:** The location of the roadway lighting construction work included in this Project is shown in the Plans. The work described within this Special Provision consists of the design and installation of street lighting along 10th Street, Williams Street and Techwood Drive; and special lighting on the 10th Street bridge in the City of Atlanta, Fulton County, Georgia.
- B. **Project Lighting System:** The Contractor and a design consultant (or design consultant team) will work together to design and build the Project Lighting System (PLS). Typically, the design consultant will either be acting as a sub-consultant to the Contractor or as a joint-venture member with whom an agreement has been executed. Within this document (Section 680), the words “design consultant” or “design consultant team” will refer to the consultant firm or consultant team acting as a subcontractor or joint venture team member to the Contractor. The design consultant shall be prequalified in Area Class 3.15 (Highway Lighting). The design consultant or design consultant team will not be required to fill out Department subcontractor forms for Department use.

The word “Engineer” (with a capital “E”) will refer to those personnel of the Department that are acting in the capacity of an engineer for the Department. When the word “engineer” is used, the designation will refer to those persons acting on behalf of the Contractor. The Department will have oversight responsibilities only, which includes performing lighting plan reviews and granting acceptance of the preliminary and final design work.

After the Department has provided written authorization and the PLS final plans are Released for Construction, it shall be the Contractor’s responsibility to continue to properly coordinate the Work during the land disturbing phase(s) of the PLS including but not limited to right of way requirements, utility relocations, and/or environmental requirements. Any additional PLS costs involving subsequent utility relocations that are determined to be no fault of the Utility shall be at the Contractor’s cost with no additional cost to the Department.

The Contractor may proceed with construction activities upon receipt of NOTICE TO PROCEED (NTP) from the Department.

Bids on the PLS will reflect constructing the PLS as shown in the Scope (680.1.C) and close conformity to applicable portions of the Plans.

Ensure submission of any proposed changes in the design including the justification for said changes.

The work covered under this Specification includes the furnishing and installation of the street light fixtures, specialty lighting and power service cabinets

required for the completion of this project and other incidental items contained in the Scope (680.1.C). Ensure all the improvements for the PLS are within the right of way as shown in the Plans.

Information related to “existing conditions,” as reflected in the Plans package, is for information only. The Contractor shall be aware that existing conditions found in the Plans package may have changed since the field survey work and associated design efforts were completed. Verify all existing conditions. No claims will be considered due to decisions/assumptions made by the Contractor based on “existing conditions” reflected in the Plans package.

- C. **General Project Lighting System (PLS) Scope:** This work will consist of the furnishing and installation of LED street lighting along 10th Street, Williams Street, and Techwood Drive, wire mesh fence lighting on both sides of the 10th Street bridge; and step lighting in the concrete barrier on the 10th Street bridge and of power service cabinets, that are to be finished and installed at power service points.

The work covered under this Special Provision includes, but is not limited to, the furnishing of all materials, labor, tools, equipment, and other incidental items for the furnishing and installation of the light fixture and power service cabinets.

The Contractor shall:

Furnish and install each light fixture as stated in this document and shown on the plans within the project area.

All luminaires used in the PLS shall be LED (light-emitting diode).

Coordinate with Georgia Power Company and the City of Atlanta to identify the best external power source locations for the lighting. The final location of the service points must be submitted for review and approved by the Department.

Provide power service and construct and install power service cabinets with wiring to/from power company service points. Ensure that each service point is 240V 1-Phase.

Calculations of electrical service loads, voltage drop calculations and preparation of wiring schematics shall be submitted for review and approval by the Department.

Ensure a minimum of 200-Amp service.

Ensure each light fixture has manual, timed and photocell control options.

Provide manufacturer name, model number and cut sheets for all proposed LED luminaires used in the design.

1. Street Light Fixture “FA”: Pole mounted LED Roadway Lighting Style Luminaire on a round tapered aluminum pole with upsweep arm and transformer base. The fixture shall be connected to the unswitched panelboard and controlled via a 7-pin photocell.

The fixture shall be a Roadway Lighting type with IES Medium Cutoff Type III distribution, 0% uplight, with multi-tap driver. Luminaire shall be cast aluminum alloy, A360 housing with flat glass or acrylic lens. Luminaire access shall have neoprene and/or silicone gasket to ensure weatherproofing. Luminaire shall have universal two bolt slipfitter mounting for 1 1/2 “ to 2” diameter pipe. All hinges, exposed hardware and latches shall be stainless steel. The luminaire shall be finished with polyester powder coating paint, color shall be CODA Green (Pantone 5535). The optics (LED Engine) shall be IP66 rated. Luminaire to have ANSI 7 pin photocell receptacle and photocell.

The contractor shall furnish and install the pole-mounted fixture.

Manufacturers:

- a. GE LIGHTING #ERLH-0-15-G 1-30-A-CODA GREEN W/HAPCO #875832 CODA GREEN POLE OR
 - b. LUMEC #RFM-1 60W-48 LED-3K-T-R3M-UNIV-DMG-RCD7-CODA GREEN W/ACC-RFS-RFM-RFL-UNIV-PH8 W/UNION METAL #P09-8157 CODA GREEN POLE OR
 - c. AEL #ATB2-40BLED 10-MVOLT-R2-3K-CMC-RFD20942 (CODA GREEN) P7-PCSS, W/HOLOPHANE #RTA32-8MA-Y207D-TBASE-AB-27-4-RFD444803 POLE
 - d. Or approved equal
2. Pedestrian Light Fixture "AFC": Pole mounted LED luminaire with cast aluminum hea design. Luminaire parts are rugged cast aluminum with integral, heat sinks. The fixture is pole mounted at 12'-6" height, on decorative fluted, tapered aluminum pole with hand hole at bottom of pole. The contractor shall furnish and install the pole-mounted luminaire.

Manufacturers:

- a. HOLOPHANE #AWDE2-P30-30K-AS-M-CMC-5-F-P-RBM-CMC CODA GREEN W/HOLOPHANE #NY(1 1.42)/17CIT-CA/CM-BC(0.75X12.0ALT45)-3T3-CLO-CS BEARING PLT BREAKCOUP AB-31-4 RFD456374 CODA GREEN POLE
 - a. PHILIPS HADCO #C 13991A-4000K-CODA GREEN W/HAPCO #835466-CODA GREEN
 - b. KING LUMINAIRE #K1 34R-R1AR-V-100(SSL)-1063-1 20:277V-K14-PR-TAW-3K-SMOOTH CODA GREEN FINISH
3. Wire Mesh Fence Light Fixture "FD"; A slim profile, 4' long linear HO RGBW LED light fixture. Provide with a 25" beam angle.

Manufacturers:

- a. Traxon Model: ProPoint Linear HO (48W) 4' RGBW 25" PP.L1.944431 WITH DMX512 WITH REMOTE DEVICE MANAGEMENT (RDM) FOR LIGHTING CONTROL.
4. Concrete Barrier Light Fixture "FC": LED recessed wall luminaire with asymmetrical forward throw distribution for superior illumination of ground surfaces from an e extremely low mounting height. The optimal mounting height between 1' and 1.5' above finished grade. Luminaire housing constructed of die-cast aluminum marine grade, copper free ($\leq 0.3\%$ copper content) A360.0 aluminum alloy. Clear safety glass Reflector made of pure anodized aluminum. Silicone applied robotically to casting, plasma treated for increased adhesion. High temperature silicone gasket. Mechanically captive stainless-steel fasteners. Stainless steel screw clamps. Composite installation housing.

Manufacturers:

- a. Bega Model # 24065-K4, BLK

5. Provide and install handholes, for making wiring connections, as shown in Detail 6 on Sheet 25-2002 of the plans.

Coordinate with the GDOT Lighting Group, the GDOT Construction Project Engineer, Georgia Power Company, and the Atlanta Beltline on the lighting system's power supply cabinet's construction and installation.

Ensure that the installed lighting system effectively illuminated the operational area of the tunnel.

Ensure Light Fixture Data Legend Sheet (if applicable) includes:

- b. Circuit number
- c. Roadway station and offset
- d. Luminaire wattage and type
- e. Mounting height
- f. Mounting arrangement

Right of Way: Ensure designing, constructing and installing the PLS occurs within the existing Right of Way. Ensure no encroachments.

Environmental: This project is a Programmatic Categorical Exclusion (PCE).

Project Lighting System Plans:

1. Preparation of Project Lighting System Plans
 - a. General Criteria: Ensure and use the most current design criteria at the time of letting, as determined by the Department, American Association of State Highway and Transportation Officials (AASHTO) Design Manuals for Arterial Streets, Rural, Urban and Interstate Highways, including those standards adopted by AASHTO and approved by the Secretary of Commerce, as provided by Title 23, United States Code, Section 109 (b), with the Department's Standards, Procedures, Plans, Specifications and Methods, with Federal Highway Administration procedures relating to plan review and approval, and shall produce plans in accordance therewith.
 - b. Design Specifications and Guidelines: Design shall be in accordance with the current edition of AASHTO Design Specifications. Design work for inside interstate rights of way conforms to the interstate standards. Design for work outside interstate right of way conforms to AASHTO design standards for the appropriate classification. Deviation from these design criteria requires a written design exception or variance, depending on the violation, to be approved prior to incorporating it into the work.

Utilize the following references as a minimum in the development of this Project:

- 1) Electronic Data Guidelines (EDG) – current version at time of letting
- 2) Plan Presentation Guide (PPG) – current version at time of letting
- 3) GDOT Design Policy Manual – current version at time of letting

- 4) Manual on Uniform Traffic Control Devices (MUTCD) by the U.S. Department of Transportation, Federal Highway Administration “FHWA” – current version at time of letting
- 5) ANSI/IES RP22-11 Tunnel Lighting, 2011 edition & IES RP-8-00 Roadway Lighting, current edition (Reaffirmed 2005)
- 6) Manual on Drainage Design for Highways by the Georgia Department of Transportation - current version at time of letting
- 7) Roadway and Bridge Standard Plans as of October, 2010 by the GDOT Bridge office. Design and plan preparation in accordance with the Certification Acceptance authorized by 23 USC 117(a) for Administering Federal Aid Projects Not On Interstate System, dated June 1, 1990.
- 8) GDOT Construction Standards and Details - current versions at time of letting
- 9) Pay Item Index by GDOT’s State Transportation Office Engineer - current version at time of letting
- 10) Utility Accommodation Policy and Standards by the GDOT Utilities Office - current version at time of letting
- 11) GDOT Signing and Marking Design Guidelines – current version at time of letting
- 12) Other manuals of guidance which are standard procedures of the Department.
- 13) COA Street Light Wiring Procedures.
- 14) COA Street Light Checklist.

The above list is not intended to be all-inclusive. All references to the “current version” shall mean those in effect at time of letting.

- c. Plan Sizes: Ensure reproducible Plans for roadway, drainage and utilities quality drawings on bond paper. For full size ensure outside dimensions of 36” x 24” with a 2” margin on the left and a ½” margin elsewhere and be produced by a Microstation CADD system.
- d. Construction Plan Requirements and Scale: Dimension the Plans in English units; Specify all elevations necessary for construction similar to the Department’s normal practice. All plans are to be prepared on the scales according to the Department’s Plan Presentation Guide (PPG), current version at time of letting.

Check all details and dimensions shown on the plans before they are submitted to the Department for review. Topography will remain fully legible when plans are reduced in size, but will be less prominent and readily distinguishable from the proposed work. Ensure Profile sheets have the existing ground line dashed and the required profile in a solid line. Ensure all other plan sheets (utility, erosion control, signing & marking, etc.) are the same scale and sheet layout as corresponding roadway plan sheet? Ensure the retaining wall plans are per the Bridge Department’s Standards.

- e. Construction Plans Organization and Sheet Index: Ensure construction plans are assembled according to the PPG, current version at time of letting.

The total sheets shown in the Index will be the total number of sheets in the plans. Assign Plans temporary sheet numbers by using the sequence prefix

followed by a three-digit number per the PPG. These numbers are to be placed in small blocks in the lower right corner of the sheet.

- f. Computations: Record all design computations and computer printouts neatly on an 8½" x 11", fully titled, numbered, indexed, dated and signed by the designer/Project manager and checker. Submit to the Department the computer files and two copies of the computations fully checked and appropriately bound, with the plans. Submit to the Department a complete tabulation of the lighting analysis along with the calculations. Submit VISUAL and/or AGI-32 software files used in the design of the PLS.
- g. Construction Plan Sheets: Ensure construction plan sheets are in accordance with the PPG and shall include, but not limited to, the following: wiring, conduit, power service locations, and wiring diagrams.
- h. Pole Data Legend Sheet: Ensure Pole Data Legend Sheet, if applicable, includes, but is not limited to, the following: circuit number, roadway station and offset, luminaire wattage and type, mounting height, and mounting arrangement.
- i. Erosion and Sediment Control Sheets: Ensure that the work is compatible with the erosion control/BMP plans.

PLS Design Reviews: The design is to be prepared under the direct supervision of licensed design professionals. A Professional Engineer licensed to practice engineering in the State of Georgia shall seal/stamp/sign the Final Lighting Plans. The seal on the drawing represents certification the design meets all applicable codes and is of good engineering practice and standards.

Current Department design manuals and guidelines may be found at:

<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/Pages/default.aspx>.

(remainder of this page has been left blank intentionally)

Table 4-1: PROJECT LIGHTING SYSTEM (PLS) PLAN REVIEWS

Submittal Description	Format	Quantity	Delivery Date	Review	Review Type	Comment
Schedule - Including Review Times	HC, PDF	3, 1	NTP + 14	30	Accepted Project Engineer BY	
High Mast Light Tower Foundation	HC, PDF	3, 1	NTP + 90	30	Accepted Project Engineer BY	Review/ approval required by GDOT Lighting Group
Lighting Photometric Layout Review	HC, PDF	1, 1	NTP + 30	14	Accepted Project Engineer BY	Review/ approval required by GDOT Lighting Group
Preliminary Plans	HS, MS, PDF	12, 1	PAS	14	Accepted Project Engineer BY	Review/ approval required by GDOT Lighting Group
Final Plans	HS, MS, PDF	12, 1	PAS	14	Accepted Project Engineer BY	Review/ approval required by GDOT Lighting Group
Shop Drawings	FS	6	PAS	30	Accepted Project Engineer BY	Review/ approval required by GDOT Lighting Group
Released For Construction Plans	FS, HS, PDF	9, 12, 1	PAS	NA	NA	Contractor shall provide the Engineer with one HS set for a backcheck prior to Release for Construction authorization.
Plan Revisions During Construction	FS, HS, PDF	1, 3, 1	Per Occurance	14	Accepted Project Engineer BY	Clear, concise supporting documentation justifying reason for proposed revision to be included with submittal.
As-Built-Plans	See 680.1F7	8	Project Completion +30	30	Accepted Project Engineer BY	Provided to GDOT Lighting Group

ABBREVIATIONS FOR TABLE 4.1

AR	As Required
FS	Full-size paper – meets GDOT Plan Presentation Guide
HC	Hard Copy – 8 ½ x 11 unless otherwise noted
HS	Half-size paper – meets GDOT Plan Presentation Guide
MS	Microstation File – Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file

- D. All Submittals shall be made directly to the Project Engineer. The Engineer shall provide submittals to the applicable GDOT Office Reviewer and/or other applicable entities as directed by the Project Engineer, unless otherwise noted or discussed with the Contractor. As accepted by the Project Engineer the Contractor may provide submittals to applicable offices for a concurrent review. Hand-deliver submittals, track and regularly update the Project Engineer on review status. In the event concurrent submittals are required, the “receipt” date shall be the date the last recipient receives the submittal and shall be the contractual begin date for the review. Unless a different review time is specified elsewhere in the contract, a period of thirty (30) calendar days from receipt to release of the submittal by the Department shall be allowed for the Department’s review. The Project Engineer’s (Department’s) acceptance as to completeness is required for all reviews. All Contractors’ schedules shall reflect the review times contained within the specifications and contract. The Project Engineer’s receipt of submittals will mark the beginning of the review period. All submittals by the Contractor shall be required to contain a statement certifying that no unapproved design-exceptions have been incorporated in the submittal. Up to date half-size sets of plans with the most current design and construction plans shall be made available to a distribution list made up of up to 20 individuals/offices at all times during this Project. Errors and omissions are the responsibility of the Contractor to correct and shall be at the Contractor’s expense.
- E. Any submittal received by the Project Engineer after 12 PM (noon) shall be considered as being received the following business day.
- F. Monthly progress meetings will be held at the project location if requested by either the Contractor or the Department. Attendees shall include the Contractor, design consultant, the Department’s project engineer and design liaison, and may also include a representative from various Department Offices.
- G. Quality Control/Quality Assurance for Design: The Department, except where noted otherwise, shall have oversight responsibilities only and will not perform official reviews and approvals of design work. The Department will not take any approval or formal review actions on design issues except as noted herein or for deviations from the intended scope of the Project.
- H. Employ only persons duly registered in Georgia in the appropriate category in

responsible charge of supervision and design of the work.

- I. Endorse all final reports and contract plans. These endorsements shall be made by a person(s) duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Contractor and responsible for the work prescribed in the contract.
- J. Authorized representatives of the Department and Federal Highway Administration (FHWA) may review and inspect the Project activities and data collected at all times. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Contractor shall be available to authorized representatives of both the Department and FHWA for inspection and review. The Department's review comments are to be incorporated into the plans by the Contractor or as agreed. These changes shall not result in an increase in cost.
- K. Released for Construction: Upon the Contractor's satisfactory completion and written authorization from the Department the plans are Released for Construction, stamp each plan sheet with "Released for Construction" and include the authorization date. The Released for Construction plans are the official plans used for construction of the Project.
- L. As-Built Plans: Upon completion of the Project construction, provide a complete As-Built set of plans to the Department in the following formats:
 - a. Two (2) CD-ROMs or DVDs containing:
 - 1) all electronic design files, electronic calculations, etc.
 - 2) .pdf containing the entire plan set
 - 3) .pdf of each sheet in accordance with current requirements in the Department's Electronic Plans Process (EPP) manual.
 - 4) .pdf photometric layout
 - 5) .pdf vendor data cut sheets
 - b. One (1) hard copy of the design databook, and lighting calculations
 - c. Two (2) full-size set of bond prints
 - d. Two (2) half-size set of bond prints
 - e. Provide a revised estimated summary of quantities and detailed estimate in the final As-Built plans
- M. Ensure all production and delivery of materials needed for Department review. A member of the design team, who is a licensed Professional Engineer, licensed to practice engineering in the State of Georgia shall seal the As-Built plans.
- N. Ownership of Documents: The Contractor agrees all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for the Project under the terms of this Agreement and delivered to the Department become and remain the property of the Department upon termination or completion of the work. The Department will have the right to use this information without in this agreement.
- O. Any use of these documents by the Department on any Project other than this one will be done without warranty by the Contractor/Design Consultant Team.
- P. Insurance: In addition to the insurance requirements covered elsewhere, provide insurance coverage of the following types and amounts:

- a. Valuable Papers: Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by the Project is required. Insurance is to be maintained in full force and effect during the life of this Agreement.
 - b. Professional Liability (Errors and Omissions): Insurance in an amount not less than one million dollars (\$1,000,000) per claim (with a maximum of \$250,000 deductible per claim) during the agreement term and for a period of at least five (5) years after this Agreement is closed is required. Such a policy is to cover all of the Contractor's professional liabilities, whether occasioned by the Contractor, his employees, subcontractors or other agents, arising out of services performed under or in accordance with this Agreement.
- Q. Copyrighting: The Contractor and the Department agree any papers, interim reports, forms and other material which are a part of work under this Agreement are to be deemed a "work made for hire", as such term is defined in the Copyright Laws of the United States. As a "work made for hire", all copyright interests in said works shall vest in the Department upon creation of the copyrightable work. If any papers, interim reports, forms or other material which are a part of work under the Agreement are deemed by law not to be a "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to the Department. Publication rights to any works produced under this Agreement are reserved by the Department.
- R. Patent Rights: If patentable discoveries or inventions result from work described herein, all rights accruing from such discoveries or inventions are the sole property of the Contractor. However, the Contractor agrees to and does hereby grant to the Department, an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Agreement.

680.3 CONSTRUCTION

Ensure the Project is constructed as per the PLS scope and as per the accepted Released for Construction plans in accordance with the Specifications. No PLS construction activities shall begin until the Department provides written authorization to the Contractor to begin PLS activities.

Construction includes, but is not limited to, the following:

- S. Ensure storing of any equipment and materials on the Project outside of the Work area.
- T. Errors and omissions are the responsibility of the Contractor to correct and at the expense of the contractor.
- U. No existing materials removed shall be used. Coordinate the removal and disposal of all existing materials.
- V. Preparation of As-Built Construction Plans.

680.4 AND 680.5 MEASUREMENT; PAYMENT

The Work required under this Specification will not be measured separately for payment unless otherwise specified. Payment for the items listed below, complete and accepted will be made based on the unit price bid.

Unit prices will be used for payment for each of the following items:

FURNISH AND INSTALL LIGHT FIXTURE "FA", FURNISH AND INSTALL LIGHT FIXTURE "AFC", FURNISH AND INSTALL LIGHT FIXTURE "FC", FURNISH AND INSTALL LIGHT FIXTURE "FD" AND FURNISH AND INSTALL HANDHOLES,

Payment shall be made under:

Pay Item	Item Description	Units
680-6130	Luminaire Type "FA"	EA
680-6130	Luminaire Type "AFC"	EA
680-6130	Luminaire Type "FC"	EA
680-6130	Luminaire Type "FD"	EA
682-9020	Handhole	EA

ATTACHMENT A

Environmental Commitments Table



Interoffice Memo

March Let

Date: November 21, 2022
From: Eric Duff, State Environmental Administrator
To: Erik Rohde, State Project Review Engineer (via email)
Subject: Certification for Let
 PI#(s): 0015890, County: Fulton

<i>Certification for Let Checklist</i>		
Is an approved environmental document, reevaluation, or programmatic reevaluation memo on file?		Yes
Document Type: PCE	Original Approval Date: 9/21/2021	Current Approval Date: 11/17/2022
Have changes to the project or the environmental process occurred since the current approval?		No
Have all preconstruction commitments been completed?		NA
Have all environmental commitments/requirements been included in the project plans and contract?		Yes
Have all necessary permits (TVA, Section 404, Coast Guard, Cemetery, etc) been obtained?		NA
Have all mitigation credits (including, as needed, Waters of the US and state protected buffers) been obtained?		NA
Have all buffer variances been obtained?		NA

Compliance with applicable environmental requirements has been completed for the subject project. There are no additional environmental commitments and/or requirements that would require notations in the plans. Construction activities should be limited to areas within the designated project construction limits. See the attached Environmental Commitments Table.

CERTIFIED BY:

REVIEWED BY:

Jerry Guo, GDOT
Consultant NEPA Analyst

Reviewing Manager

cc: Via email: Daryl Williams, Environmental Compliance Bureau
 Gretel Sims, GDOT Project Manager
 Jessica Granell, FHWA (If this project was cleared with the PCE agreement, attach the PCE and all PCE reevals to the FHWA copy.)

Project File: PDF saved to the NEPA folder in ProjectWise

Please ensure the following items (as applicable) are included in this certification:

- | | | |
|----|---|-----|
| 1. | Environmental Commitments Table (include special provisions) | Yes |
| 2. | 404 Permit, Buffer Variance(s), and any other Env permit(s) required under NEPA, such as TVA permit | NA |
| 3. | Proof of mitigation | NA |

ENVIRONMENTAL COMMITMENTS TABLE

LET Sponsor: Local LET, signature required
 PI#: 0015890 County: Fulton

DocuSigned by:

Kennie Agerton
 58260F0B82F2462...

Date Updated: 8/29/2022 | Stage: Reevaluation for Let Certification
 Transmittal Date for Plans Reviewed by OES (if applicable): 5/6/2022

Review
 If no commitments, NEPA may approve for all.

The GDOT project manager (PM) and their manager asserts that these commitments are feasible.

GDOT PM (Name & Initials): Gretel Sims GSS

GDOT PM's Manager (Name): Krystal S. Dixon

GDOT PM's Manager (Signature/Date): *Krystal S. Dixon* 9/20/2022

The engineer of record (EOR) asserts that plans incorporate or will incorporate commitments if applicable.

EOR: Sean Johnston

Signature/Date: *Sean Johnston* 8/30/2022

Air/Noise: AK 8/29/22 Arch: ND 8/29/22

Eco: RN 8/29/22 Hist: SC 8/29/22

NEPA: JG 8/29/22

A. Resources to be Delineated on the Plans and/or Listed in the Environmental Resource Impact Table (ERIT)

Resource Name		Permitted Construction Activity	Refer to	Name and Date of Report or Transmittal	Correctly Shown?	
					Plan Sheet	ERIT
A-1	H.M. Patterson & Son - Spring Hill Chapel	No activity	-	Cultural Resources Assessment of Effects Reevaluation Memo, August 4, 2024 Cultural Resources Assessment of Effects Reevaluation Memo #2, June 28, 2022	Yes	Yes
A-2	Retail Credit Company Building	187 sq ft of ground disturbing activity for tying into existing driveway and drainage structure; 1,468 sq ft of temporary construction easement	-	"	"	"

B. Special Provisions (Attach all special provisions with transmittal letters to the commitments table, if available)

Special Provision	Purpose	Est. Cost	SP's Latest Date
None			

C. ERIT Comments and Design Features (Description: For ERIT Comments, provide exact wording for the comments section of the ERIT)

ERIT Comment or Design Feature	Description	Est. Cost	Correctly Shown?
None			

D. Necessary Permits, Buffer Variances and Mitigation Credits

Permit, Variance, etc.	Add'l Info (permit expiration date, number of credits needed, etc...)	Est. Cost	Acquired?
None			

ENVIRONMENTAL COMMITMENTS TABLE

LET Sponsor: Local LET, signature required _____
 PI#: 0015890 County: Fulton

Date Updated: 8/29/2022 | Stage: Reevaluation for Let Certification
 Transmittal Date for Plans Reviewed by OES (if applicable): 5/6/2022

E. Other Commitments or Requirements (Status: Pre- and Post – Complete or Incomplete; During – Signature Req’d)

<i>Pre-, During, or Post</i>	<i>Commitment</i>	<i>Responsible party</i>	<i>Est. Cost</i>	<i>Status</i>
None				
<i>Total Estimated Cost</i>			Negligible	

If Project is Complete or Under Construction, Area or Construction Engineer affirms that all Special Provisions, Plan Notes and During Construction Commitments were or are being adhered to during the project’s construction.

Please Print Name and Title: _____ Signature: _____ Date: _____ Please provide an explanation if unable to sign.

ATTACHMENT B

**PI-0015890 – 10th Street RW
Plans – Revised 2023-07-26**

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY OF PROPOSED 10TH STREET BRIDGE MULTI-MODAL CONNECTION PROJECT

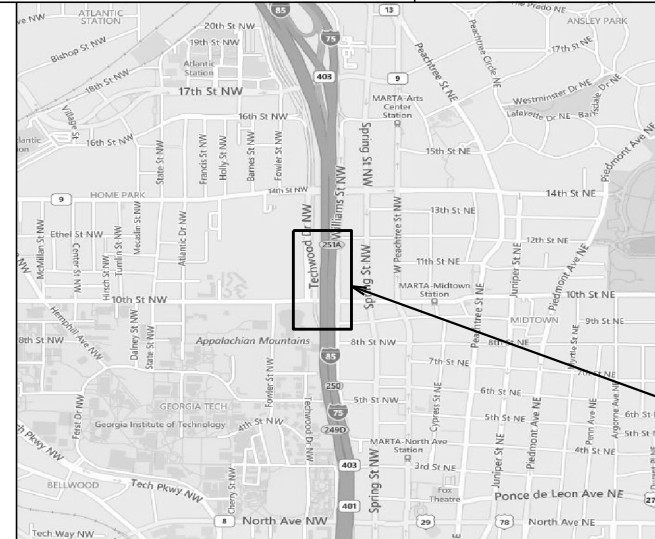
FEDERAL AID PROJECT

FEDERAL ROUTE • N/A

STATE ROUTE • N/A

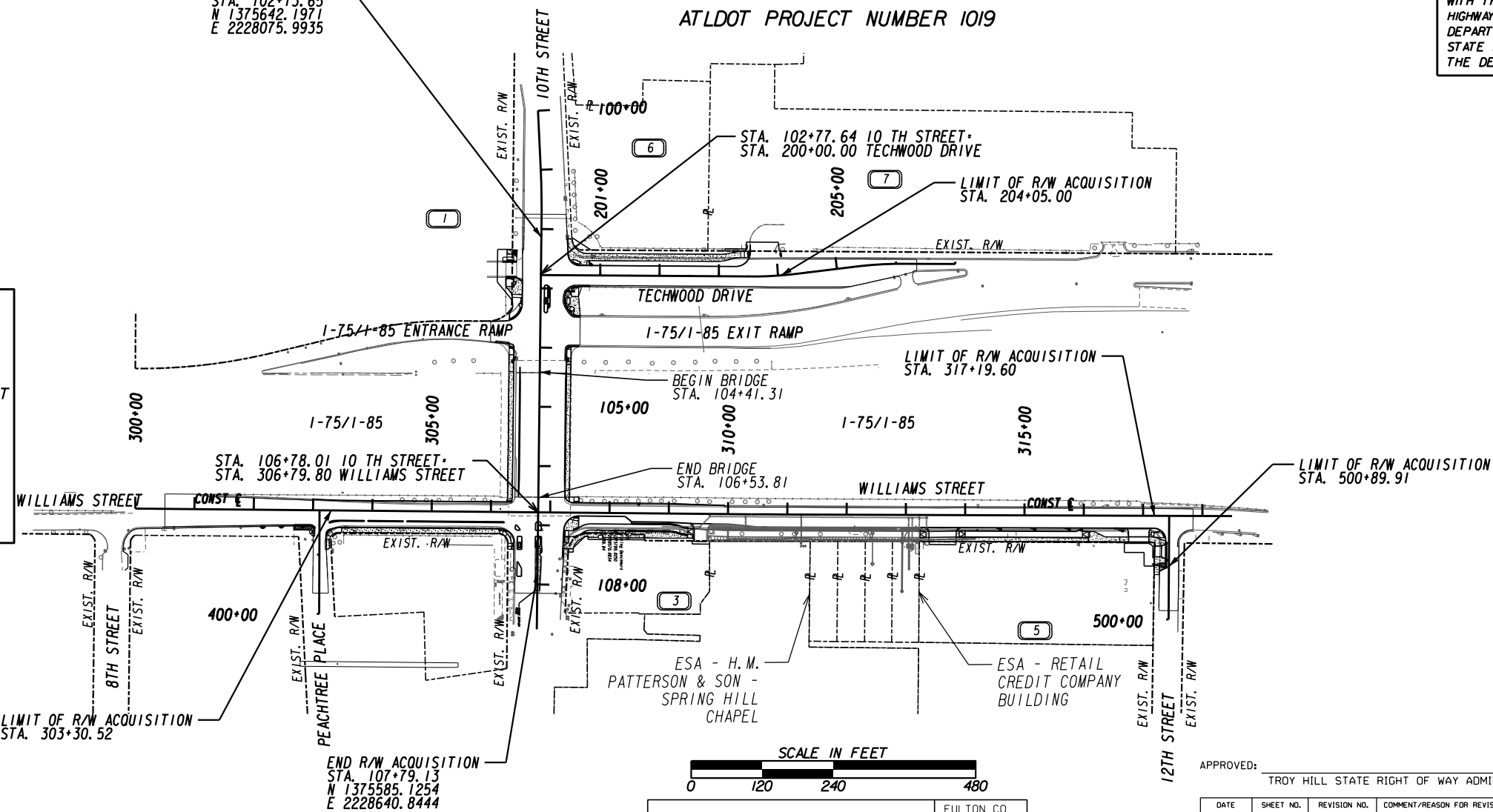
GDOT P.J.NO. 0015890

ATLDOT PROJECT NUMBER 1019



LOCATION SKETCH

BEGIN R/W ACQUISITION
STA. 102+13.65
N 1375642.1971
E 2228075.9935



NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

LOCATION & DESIGN
APPROVAL DATE: 10/15/2021

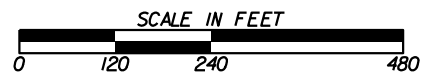
FUNCTIONAL CLASS:
10TH STREET • URBAN MINOR ARTERIAL STREET
WILLIAMS STREET • URBAN MINOR ARTERIAL
TECHWOOD DRIVE • URBAN LOCAL ROAD

THIS PROJECT IS 100% IN
FULTON COUNTY AND IS
100% IN CONG. DIST. NO. 5.

THIS PROJECT HAS BEEN PREPARED
USING THE HORIZONTAL GEORGIA
COORDINATE SYSTEM OF 1984 (NAD
1983/94 WEST ZONE), AND THE NORTH
AMERICAN VERTICAL DATUM (NAVD)
OF 1988.

LAND LOT: 107
LAND DISTRICT: 17
GMD: 1
PROJECT NUMBER: 0015890
FULTON COUNTY

END R/W ACQUISITION
STA. 107+79.13
N 1375585.1254
E 2228640.8444



LENGTH OF RIGHT OF WAY PROJECT	FULTON CO COUNTY NO. 121
	MILES
NET LENGTH OF RIGHT OF WAY	0.107
NET LENGTH OF BRIDGES	0.040
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	0.107

APPROVED: TROY HILL STATE RIGHT OF WAY ADMINISTRATOR DATE

DATE	SHEET NO.	REVISION NO.	COMMENT/REASON FOR REVISION	DATE	SHEET NO.	REVISION NO.	COMMENT/REASON FOR REVISION
01/18/2022	4, 5, 7	1	SEE DRAWING NO. 60-0002				
05/13/2022	4, 6, 7, 8, 9	2	SEE DRAWING NO. 60-0002				
07/26/2023	4, 6, 9	3	SEE DRAWING NO. 60-0002				

PREPARED BY:
Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 601, 917 West Peachtree Street, NW
Atlanta, GA 30308

PLANS COMPLETED: 10/18/2021

MATCH LINE STA. 201+50 DRAWING No. 60-0005

6
N/F
TURNER BROADCASTING SYSTEMS, INC.
TAX PARCEL 17-0107-LL-0346

BEGIN PROJECT
STA. 101+50.00
N 1375642.4852
E 2228012.3451

STA. 102+77.64 10 TH STREET =
STA. 200+00.00 TECHWOOD DRIVE

STA. 102+13.65
51.14' LT DE10005

STA. 200+84.19
42.78' LT DE10006

STA. 200+66.10
42.77' LT DE10007

CONST C | N 0°23'41.2" E
TECHWOOD DRIVE

1-75/1-85 EXIT RAMP

10TH STREET

W 87°21'29.8" E

CONST C
N 1375641.0134
E 2227962.3691

CURVE #1

END APPROACH SLAB WIDENING
DOT STD 9017L
BEGIN BRIDGE
BEGIN 3/4" POLYMER OVERLAY
STA. 104+41.31

10TH STREET

N 1375638.9257
E 2228362.3238

EXIST. R/W

BEGIN CONSTRUCTION
STA. 101+75.00

STA. 102+37.27
48.50' RT DE10001

STA. 102+90.00
73.50' RT DE10003

BEGIN R/W ACQUISITION
STA. 102+13.65 LT

STA. 102+35.00
48.50' RT DE10000
73.50' RT DE10004

STA. 103+20.00
48.61' RT DE10002

Curve # 1
PI Sta. 101+43.16
N. 1375643.0027
E. 2228005.4839
DELTA. 3°17'46.8" (RT)
D. 3°49'10.99"
T. 43.16
L. 86.30
R. 1500.00
E. 0.62

1
N/F
REGENTS - UNIVERSITY
SYSTEM OF GEORGIA
TAX PARCEL 17-0107-LL-0171

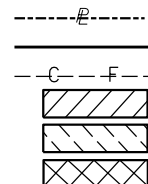
DO NOT DISTURB
EXIST. GATE

DO NOT DISTURB
EXIST. FENCE

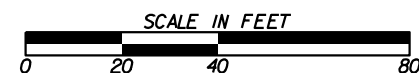
Kimley»Horn

Engineering, Planning, and Environmental Consultants
Suite 601, 817 West Peachtree Street, NW
Atlanta, GA 30308

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

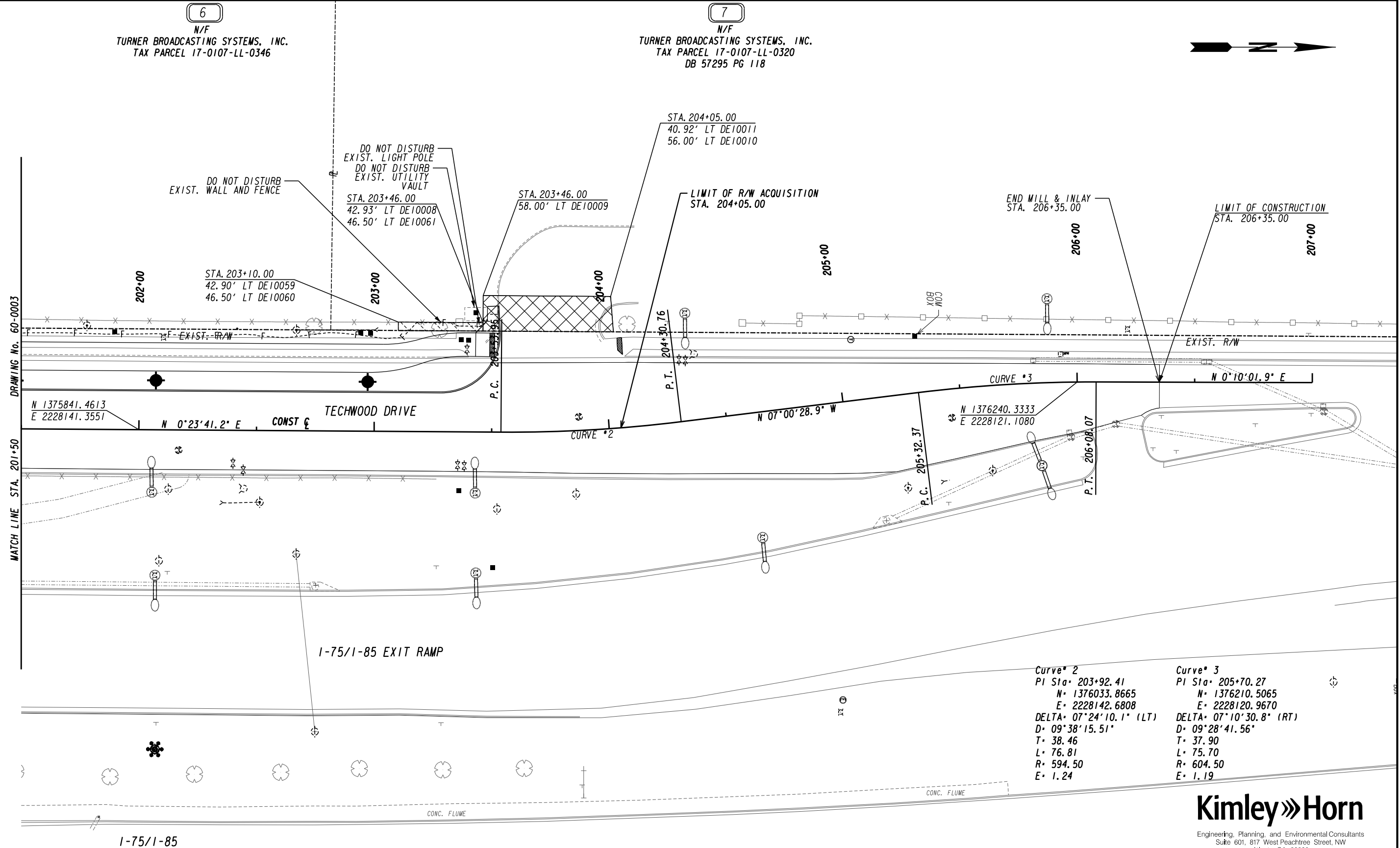


DATE	REVISIONS	DATE	REVISIONS

CITY OF ATLANTA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO: 0015890
COUNTY: FULTON
LAND LOT NO: 107
LAND DISTRICT: 17
GMD: 1
DATE: 10/18/2021 SH 3 OF 9

DRAWING No.
60-0003



DRAWING No. 60-0003

MATCH LINE STA. 201+50

PROPERTY AND EXISTING R/W LINE	-----e-----
REQUIRED R/W LINE	-----
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	-----
END LIMIT OF ACCESS.....ELA	-----
LIMIT OF ACCESS	-----
REQ'D R/W & LIMIT OF ACCESS	-----

SCALE IN FEET

DATE	REVISIONS	DATE	REVISIONS
01/18/2022	UPDATED PAR 3 AND PAR 7 DO NOT DISTURB LABELS		

DATE	REVISIONS

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 601, 817 West Peachtree Street, NW
Atlanta, GA 30308

CITY OF ATLANTA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

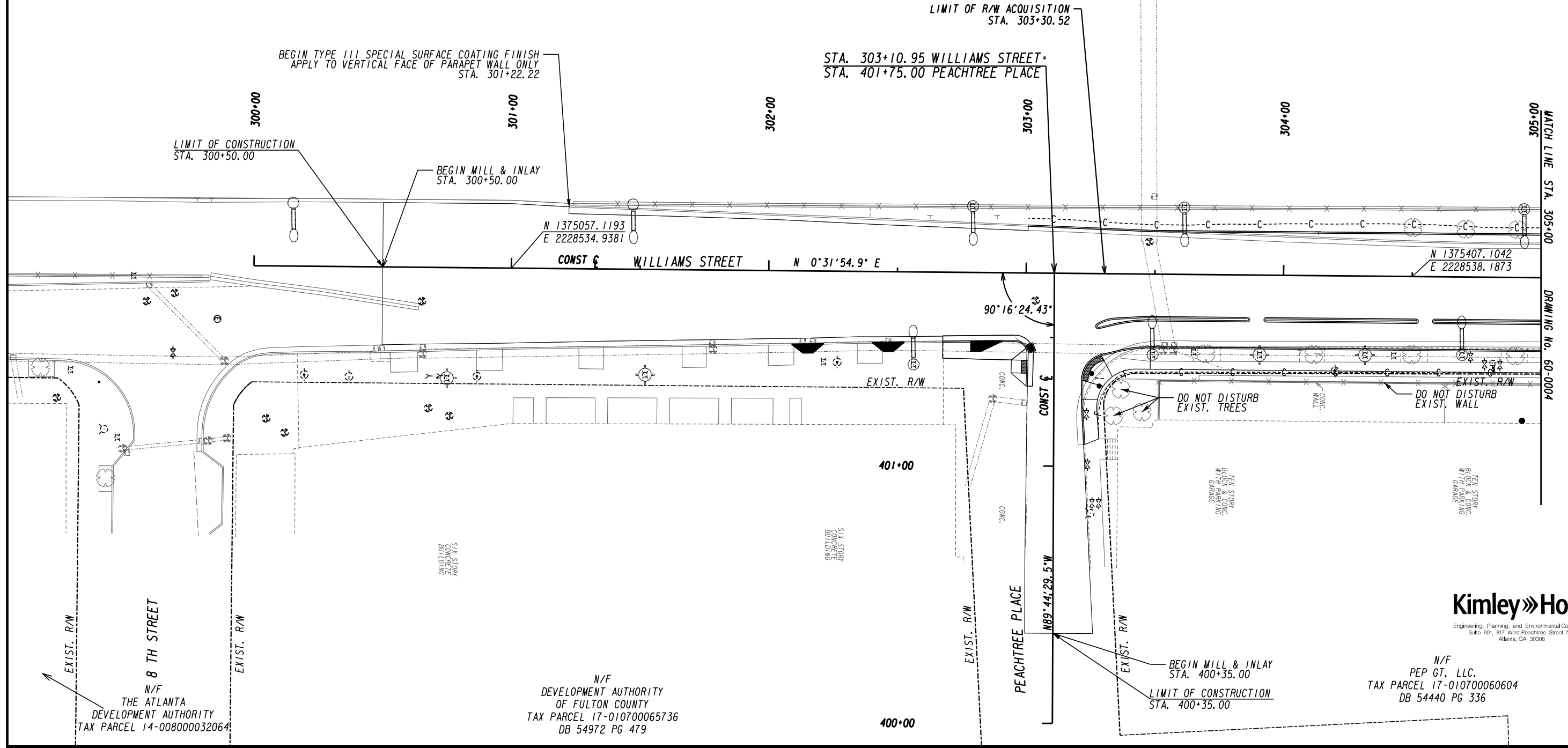
PROJECT NO: 0015890
COUNTY: FULTON
LAND LOT NO: 107
LAND DISTRICT: 17
GMD: 1
DATE: 10/18/2021 SH 5 OF 9

DRAWING No.	60-0005
-------------	---------



1-75/1-85

1-75/1-85



MATCH LINE STA. 305+00
DRAWING No. 60-0004

Kimley»Horn
Engineering, Planning, and Environmental Consultants
Suite 601, 817 West Peachtree Street, NW
Atlanta, GA 30308

N/F
PEP GT, LLC.
TAX PARCEL 17-010700060604
DB 54440 PG 336

PROPERTY AND EXISTING R/W LINE	-----e-----
REQUIRED R/W LINE	-----f-----
CONSTRUCTION LIMITS	-----C-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	-----F-----
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Cross-hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	-----o-----
END LIMIT OF ACCESS.....ELA	-----x-----
LIMIT OF ACCESS	----- -----
REQ'D R/W & LIMIT OF ACCESS	----- -----

SCALE IN FEET
0 20 40 80

DATE	REVISIONS	DATE	REVISIONS
05/13/22	UPDATED PARCEL 2 TEMPORARY EASEMENT		
07/26/23	REMOVED IMPACTS TO PAR 2		

DATE	REVISIONS

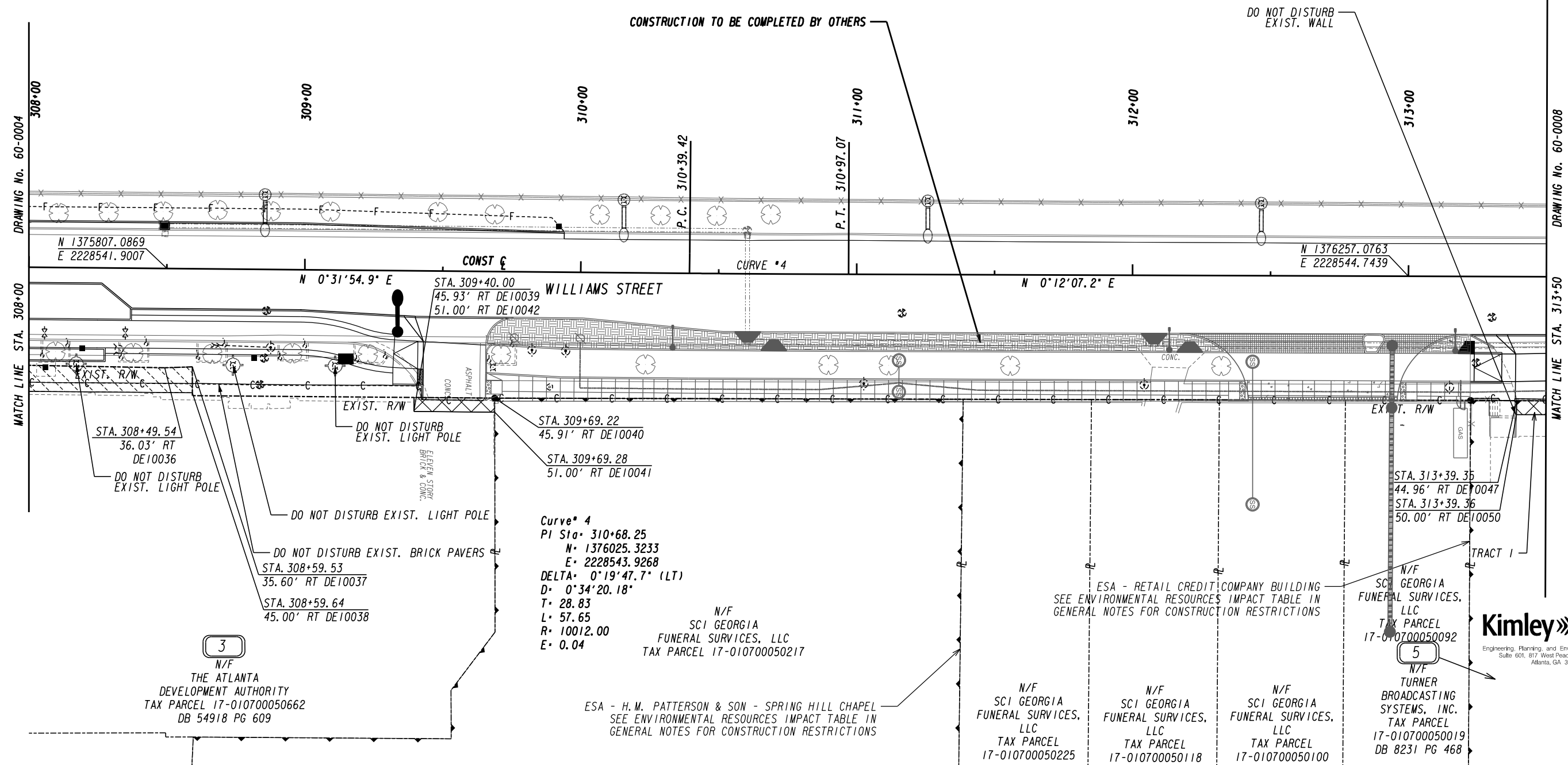
CITY OF ATLANTA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0015890
COUNTY: FULTON
LAND LOT NO: 107
LAND DISTRICT: 17
GMD: 1
DATE: 10/18/2021 SH 6 OF 9

DRAWING No.
60-0006



I-75/I-85

I-75/I-85



DRAWING No. 60-0004

DRAWING No. 60-0008

MATCH LINE STA. 308+00

MATCH LINE STA. 313+50

PROPERTY AND EXISTING R/W LINE	-----e-----
REQUIRED R/W LINE	-----f-----
CONSTRUCTION LIMITS	-----g-----
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	-----h-----
EASEMENT FOR CONSTR OF SLOPES	-----i-----
EASEMENT FOR CONSTR OF DRIVES	-----j-----

BEGIN LIMIT OF ACCESS.....BLA	-----k-----
END LIMIT OF ACCESS.....ELA	-----l-----
LIMIT OF ACCESS	-----m-----
REQ'D R/W & LIMIT OF ACCESS	-----n-----

SCALE IN FEET

DATE	REVISIONS	DATE	REVISIONS
01/18/2022	UPDATED PAR 3 AND PAR 7 DO NOT DISTURB LABELS		
05/13/2022	REMOVED IMPACTS TO PAR 4		

DATE	REVISIONS

CITY OF ATLANTA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0015890
COUNTY: FULTON
LAND LOT NO: 107
LAND DISTRICT: 17
GMD: 1
DATE: 10/18/2021 SH 7 OF 9

DRAWING No.
60-0007



DWESM'T PARCEL 1 REQ'D DRWY. EASM'T. DE4011

PNT	OFFSET/	STATION/	ALIGNMENT
DE10000	48.50 R	102+35.00	10TH STREET
DE10001	48.50 R	102+37.27	10TH STREET
DE10002	48.61 R	103+20.00	10TH STREET
DE10003	73.50 R	102+90.00	10TH STREET
DE10004	73.50 R	102+35.00	10TH STREET
DE10000	48.50 R	102+35.00	10TH STREET

REQD EASMT AREA = 1747.22 SF

DWESM'T PARCEL 5 - TRACT 2 REQ'D DRWY. EASM'T. DE4052

PNT	OFFSET/	STATION/	ALIGNMENT
DE10051	45.37 R	316+68.67	WILLIAMS STREET
DE10052	45.43 R	317+19.60	WILLIAMS STREET
DE10053	24.77 L	500+89.91	12TH STREET
DE10054	41.90 L	500+89.85	12TH STREET
DE10055	62.00 R	317+02.00	WILLIAMS STREET
DE10056	62.00 R	316+68.71	WILLIAMS STREET
DE10057	48.79 R	316+68.66	WILLIAMS STREET
DE10051	45.37 R	316+68.67	WILLIAMS STREET

REQD EASMT AREA = 1240.50 SF

TEMP. EASM'T PARCEL 3 REQ'D TEMP. EASM'T. DE2031

PNT	OFFSET/	STATION/	ALIGNMENT
DE10025	35.18 R	307+62.51	WILLIAMS STREET
DE10036	36.03 R	308+49.54	WILLIAMS STREET
DE10037	35.60 R	308+59.53	WILLIAMS STREET
DE10038	45.00 R	308+59.64	WILLIAMS STREET
DE10065	45.00 R	307+64.29	WILLIAMS STREET
DE10035	40.18 R	307+64.25	WILLIAMS STREET
DE10034	40.20 R	307+59.17	WILLIAMS STREET
DE10033	42.17 R	307+57.08	WILLIAMS STREET
DE10032	59.20 R	307+39.59	WILLIAMS STREET
DE10031	59.65 L	107+39.12	10TH STREET
DE10030	59.91 L	107+44.34	10TH STREET
DE10029	51.50 L	107+44.57	10TH STREET

ARC LENGTH = 49.10
CHORD BEAR = N 44°35'42.0" W
LNTH CHORD = 44.43
RADIUS = 32.02
DEGREE = 178°56'14.6"
DE10025 35.18 R 307+62.51 WILLIAMS STREET
REQD EASMT AREA = 1245.68 SF

TEMP. EASM'T PARCEL 6 REQ'D TEMP. EASM'T. DE2061

PNT	OFFSET/	STATION/	ALIGNMENT
DE10005	51.14 L	102+13.65	10TH STREET
DE10006	42.78 L	200+84.19	TECHWOOD DRIVE
DE10007	42.77 L	200+66.10	TECHWOOD DRIVE

ARC LENGTH = 26.98
CHORD BEAR = S 55°25'55.8" W
LNTH CHORD = 25.61
RADIUS = 24.22
DEGREE = 236°33'51.0"
DE10005 51.14 L 102+13.65 10TH STREET
REQD EASMT AREA = 253.45 SF

TEMP. EASM'T PARCEL 7 REQ'D TEMP. EASM'T. DE2071

PNT	OFFSET/	STATION/	ALIGNMENT
DE10059	42.90 L	203+10.00	TECHWOOD DRIVE
DE10060	46.50 L	203+10.00	TECHWOOD DRIVE
DE10061	46.50 L	203+46.00	TECHWOOD DRIVE
DE10008	42.93 L	203+46.00	TECHWOOD DRIVE
DE10059	42.90 L	203+10.00	TECHWOOD DRIVE

REQD EASMT AREA = 129.06 SF

DWESM'T PARCEL 3 REQ'D DRWY. EASM'T. DE4031

PNT	OFFSET/	STATION/	ALIGNMENT
DE10039	45.93 R	309+40.00	WILLIAMS STREET
DE10040	45.91 R	309+69.22	WILLIAMS STREET
DE10041	51.00 R	309+69.28	WILLIAMS STREET
DE10042	51.00 R	309+40.00	WILLIAMS STREET
DE10039	45.93 R	309+40.00	WILLIAMS STREET

REQD EASMT AREA = 148.62 SF

DWESM'T PARCEL 7 REQ'D DRWY. EASM'T. DE4071

PNT	OFFSET/	STATION/	ALIGNMENT
DE10008	42.93 L	203+46.00	TECHWOOD DRIVE
DE10009	58.00 L	203+46.00	TECHWOOD DRIVE
DE10010	56.00 L	204+05.00	TECHWOOD DRIVE
DE10011	40.92 L	204+05.00	TECHWOOD DRIVE
DE10008	42.93 L	203+46.00	TECHWOOD DRIVE

REQD EASMT AREA = 824.54 SF

DWESM'T PARCEL 5 - TRACT 1 REQ'D DRWY. EASM'T. DE4051

PNT	OFFSET/	STATION/	ALIGNMENT
DE10047	44.96 R	313+39.35	WILLIAMS STREET
DE10048	45.02 R	313+84.35	WILLIAMS STREET
DE10049	50.00 R	313+84.33	WILLIAMS STREET
DE10050	50.00 R	313+39.36	WILLIAMS STREET
DE10047	44.96 R	313+39.35	WILLIAMS STREET

REQD EASMT AREA = 225.39 SF



Engineering, Planning, and Environmental Consultants
Suite 601, 817 West Peachtree Street, NW
Atlanta, GA 30308

DATE	REVISIONS	DATE	REVISIONS
05/13/22	REMOVED DRIVEWAY EASEMENT TABLE FOR PAR 4 UPDATED TEMPORARY EASEMENT TABLE FOR PAR 2 ADDED REQD AREA FOR ALL DRIVEWAY EASEMENTS		
07/26/23	REMOVED TEMPORARY EASEMENT TABLE FOR PAR 2		

CITY OF ATLANTA DEPARTMENT OF TRANSPORTATION	
RIGHT OF WAY TABLES	
PROJECT NO: 0015890	DRAWING No. 60-0009
COUNTY: FULTON	
LAND LOT NO: 107	
LAND DISTRICT: 17	
GMD: 1	
DATE 10/18/2021 SH 9 OF 9	

ATTACHMENT C

Utility Adjustment Schedules

Original schedule		
Project:	County: Fulton	Route/Road :067303
Description: CS 654/10TH ST @ I-75/I-85; INC WILLIAMS ST & TECHWOOD DR		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
Adjust Water Meter Box to Grade	1	EA
Adjust Water Valve Box to Grade	18	EA
Adjust Fire Hydrant to Grade	3	EA

Existing facility locations were identified using **Subsurface investigation(SUE)** dated: **Jul 9, 2020**

This schedule is based on **Preliminary** dated: **May 28, 2022**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
<i>LaTonya Moore</i>	<i>Special Projects Coordinator</i>	<i>404-546-3256</i>	<i>May 10, 2023</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

The work noted in this schedule will be performed by COA Contractor in coordination with GDOTs Contractors schedule for roadway and pedestrian improvements. GDOTs Contractor to provide at least four-week advance notice of work in areas identified for COA relocations.

C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Construction					
STA 102+52, 04' RT STA 102+28, 04' RT STA 308+12, 25' RT STA 306+12, 29' RT STA 306+20, 34' RT STA 306+02, 32' RT STA 202+44, 15' RT STA 202+40, 15' RT STA 203+38, 14' RT STA 203+36, 14' RT STA 204+33, 24' LT STA 204+40, 29' LT STA 304+73, 33' RT STA 401+20, 13' RT STA 308+06, 35' RT STA 308+33, 28' RT STA 501+35, 07' RT STA 501+40, 06' RT	Adjust water valve box to finished grade	Mill and Inlay OR install in sidewalk	NA	18	5
STA 306+12, 40' RT	Adjust water meter box to finished grade	Install Sidewalk	NA	1	3
STA 306+02, 34' RT STA 204+40, 24' LT STA 308+35, 22' RT	Adjust fire hydrant to finished grade	Install Sidewalk	NA	4	5

D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Construction	23		20

Project duration for non-concurrent activities in days: 20



Original schedule		
Project:	County: Fulton	Route/Road :067303
Description: CS 654/10TH ST @ I-75/I-85; INC WILLIAMS ST & TECHWOOD DR		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
Adjust Sanitary Sewer Manhole to Finished Grade	20	NA

Existing facility locations were identified using **Subsurface investigation(SUE)** dated: **Mar 15, 2023**

This schedule is based on **Preliminary** dated: **May 23, 2023**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
<i>LaTonya Moore</i>	<i>Special Projects Coordinator</i>	<i>404-546-3256</i>	<i>May 10, 2023</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

The work noted in this schedule will be performed by COA Contractor in coordination with GDOTs Contractors schedule for roadway and pedestrian improvements. GDOTs Contractor to provide at least four-week advance notice of work in areas identified for COA relocations.

C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Construction					
Entire project	Adjust existing sanitary sewer manhole to finished grade	Mill and Inlay	NA	52	5



D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Construction	52		53

Project duration for non-concurrent activities in days: 53



UTILITY ADJUSTMENT SCHEDULE (UAS)

UTILITY: Comcast Cable of GA **PROJECT #:** 0015890 **Date:** 05/02/2023
Original Schedule

PROJECT: 10th Street Bridge
 Multi-Modal
 Connection Project
 Relocation COUNTY: Fulton
 ROUTE/ROAD: 10th St @ Williams St DESCR: Intersection Improvements

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE

LIST ALL EXISTING FACILITIES WITHIN PROJECT (exclude minor items)

Provide Quantity, Type of Facility and Type of Service Provided :

	QUANTITY IN CONFLICT	
<u>395' of existing aerial fiber</u>	<u>315</u>	LF
<u>1,239' of existing underground coax and fiber</u>	<u>0</u>	LF
_____	_____	LF
_____	_____	LF
_____	_____	LF
_____	_____	LF
_____	_____	LF

Existing facility locations were identified using **records / maps field review** dated: 04/28/2023
 This schedule is based on **Preliminary Plans** dated: 07/27/2022
If any changes are made to the plans after this date, which affect the Utility, then this schedule may require modification.

Prepared by (Utility Representative)	Title	Phone	Date
<u>Kellyanne Gates</u>	<u>Engineer</u>	<u>678-300-3551</u>	<u>5/2/2023</u>
Approved by:	Title	Phone	Date
_____	_____	_____	_____

Comments: _____

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.) NONE

UTILITY ADJUSTMENT SCHEDULE (UAS)

None.

UTILITY ADJUSTMENT SCHEDULE (UAS)

UTILITY: Comcast Cable of GA | **PROJECT #:** OSI 604 | **Date:** 04/28/2023

D. SCHEDULE SUMMARY FOR WORK PLAN:

Exclude weekends, weather delays and non-productive time:

Work Phase	Total Estimated Days	Prior to Project Award	After Project Award
Preliminary Engineering	15	15	
Right-of-Way Acquisition	NA		
Construction Engineering	10		1
Material Procurement	15		11
Clearing & Trimming	NA		
Construction	40		31
Splicing or Tie-in Work	25		66
Service Considerations	NA		
Temporary Work	NA		

Project Duration for Non-Concurrent Activities in Days: 90

		Original schedule
Project:	County: Fulton	Route/Road :067303
Description: CS 654/10TH ST @ I-75/I-85; INC WILLIAMS ST & TECHWOOD DR		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
48 STRAND FIBER CABLE IN AT&T DUCTBANK ALONG 10TH ST	0	LF
HANDHOLE STA 307+80 WILLIAMS ST	1	EA
48 STRAND FIBER CABLE IN DUCTBANK ALONG WILLIAMS ST	0	LF

Existing facility locations were identified using **Record/Map Field Review** dated: **Sep 23, 2022**

This schedule is based on **Preliminary** dated: **Apr 25, 2022**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
<i>Evan Moshonisiotis</i>	<i>Director of Construction</i>	<i>443-807-1340</i>	<i>Sep 26, 2022</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

COORDINATION WITH ROAD CONTRACTOR TO ESTABLISH FINAL SIDEWALK GRADE TO ENSURE HANDHOLE IS ADJUSTED CORRECTLY
--

C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Construction Engineering					
ENTIRE PROJECT	REVIEW FINAL PLANS	RECEIPT OF FINAL PLANS AND NTP	1	2	1
Construction					
STA 307+80 WILLIAMS ST	ADJUST HANDHOLE TO FINAL GRADE	COORDINATION WITH ROAD CONTRACTOR TO ENSURE HH IS ADJUSTED TO FINAL SIDEWALK GRADE	1	3	2



D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Construction Engineering	2		3
Construction	3		5

Project duration for non-concurrent activities in days: 5



		Original schedule
Project:	County: Fulton	Route/Road :067303
Description: CS 654/10TH ST @ I-75/I-85; INC WILLIAMS ST & TECHWOOD DR		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
Wood Poles	4	NA
Transformer assemblies	1	NA
Bare aluminum wire	450	LF
Gang Operated Switches	1	NA

Existing facility locations were identified using **Record/Map Field Review** dated: **Nov 8, 2022**

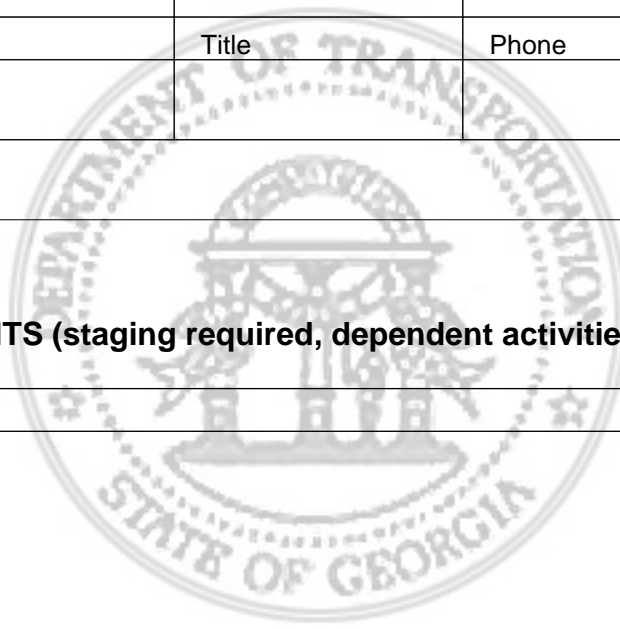
This schedule is based on **Preliminary** dated: **Jan 7, 2022**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
			<i>Nov 8, 2022</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

See attached



C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Preliminary Engineering					
Entire Project	Preliminary Engineering	See attached	NA	180	1
Right Of Way Aquisition					
Entire Project	Right of way aquisition	see attached	1	180	1
Construction Engineering					
Entire Project	Construction Engineering 1	See attached	NA	20	1
Entire Project	Construction Engineering - Project	See attached	NA	298	1
Entire Project	Construction Engineering 2	See attached	NA	20	1
Material Procurement					
Entire Project	Material Procurement	See attached	1	80	1
Clearing and Trimming					
Entire Project	Clearing and trimming - tree work	See attached	1	10	3
Construction					
Entire Project	Construction	See attached	1	42	4
Entire Project	Construction - Remove old poles	See attached	1	20	4

D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Preliminary Engineering	180	180	
Right Of Way Aquisition	180		222
Construction Engineering	338		299
Material Procurement	80		122
Clearing and Trimming	10		233
Construction	62		299

Project duration for non-concurrent activities in days: 299



Original schedule		
Project:	County: Fulton	Route/Road :067303
Description: CS 654/10TH ST @ I-75/I-85; INC WILLIAMS ST & TECHWOOD DR		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
2' X 2" HP STEEL GAS MAIN	0	LF
1,475' X 8" HP STEEL GAS MAIN	0	LF

Existing facility locations were identified using **Record/Map Field Review** dated: **Oct 21, 2020**

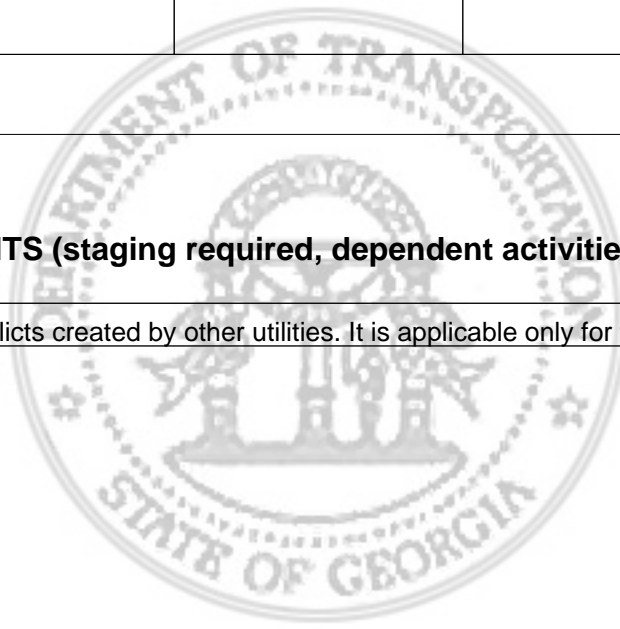
This schedule is based on **Preliminary** dated: **Jan 19, 2022**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
<i>Conner Owen</i>	<i>ENGINEER</i>	<i>470-630-6774</i>	<i>Jan 19, 2023</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

This permit does not address conflicts created by other utilities. It is applicable only for the work shown on these plans.



C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Construction Engineering					
Entire Project	Review Project Plans	Receipt of Final Plans and Receipt of the Preconstruction Meeting Minutes or a Notice of Conflict	All	4	1



D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Construction Engineering	4	1	3

Project duration for non-concurrent activities in days: 3



Original schedule		
Project:	County: Fulton	Route/Road :067303
Description:		

A. SUMMARY OF UTILITY FACILITIES AND UTILITY ADJUSTMENT SCHEDULE.

List of all existing facilities within project (exclude minor items)

Quantity, Type of facility, Type of service	Quantity in conflict	Units
2 inch ducts with 432, 48 and 24 strand fiber optic cables	0	LF
3 handholes	3	EA

Existing facility locations were identified using **Record/Map Field Review** dated: **Aug 4, 2022**

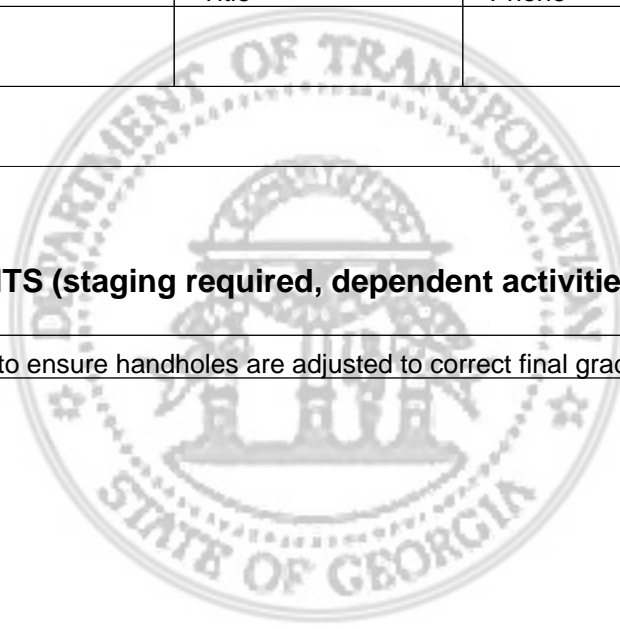
This schedule is based on **Revision** dated: **Apr 25, 2022**

If any changes are made to the plans after this date, which affect the utility, then this schedule may require modification.

Prepared by	Title	Phone	Date
<i>David Wagoner</i>		<i>470-636-4640</i>	<i>Aug 4, 2022</i>
Approved by GDOT	Title	Phone	Date
Comments			

B. SPECIAL REQUIREMENTS (staging required, dependent activities, joint-use coordination, etc.).

Coordination with road contractor to ensure handholes are adjusted to correct final grade of sidewalks.



C. WORK PLAN - provide disposition of all existing and proposed facilities on project.

Location	Description of utility work	Dependent activities	Plan Stage No.	Days	Average number of workers
Construction Engineering					
Entire Project	Review final plans for any changes that may impact existing facilities	Receipt of final plans and NTP	1	5	1
Construction					
STA 200+90 Techwood Dr	Adjust handhole to final sidewalk grade	Coordination with road contractor to ensure handholes are adjusted to correct final grade of sidewalks.	1	3	2
STA 306+10 Williams St	Adjust handhole to final sidewalk grade	Coordination with road contractor to ensure handholes are adjusted to correct final grade of sidewalk.	1	3	2
STA 309+15	Adjust handhole to final sidewalk grade	Coordination with road contractor to ensure handholes are adjusted to correct final grade of sidewalk	1	3	2

D. SCHEDULE SUMMARY FOR WORK PLAN.

Exclude weekends, weather delays and non-productive time:

Work Phase	Total estimated days	Prior to project award	After project award
Construction Engineering	5		6
Construction	9		14

Project duration for non-concurrent activities in days: 14

