

PROJECT MANUAL

Project: Spring Street (US-19/SR-9) Streetscape Peachtree Rd to 17th St

City of Atlanta Department of Transportation Project No: 3000

Fulton County, Georgia

Sponsor: CITY OF ATLANTA

January 2024

Implementation Manager:

Midtown Alliance

999 Peachtree Street

Suite 730

Atlanta, GA 30309

Designer of Record:

Kimley-Horn

1200 Peachtree St.

Suite 800

Atlanta, GA 30309

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INVITATION TO BID

Sealed bids will be received by Midtown Alliance, 999 Peachtree Street NE, Suite 730, Atlanta, GA 30309, **until 2:00 p.m. ET on February 29, 2024** for the construction of **Spring St (US-19/SR-9) Streetscape** project in the City of Atlanta, Fulton County, Georgia. The City of Atlanta DOT Project identification number is 3000. 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.

This is a Midtown Alliance procurement of a City of Atlanta-sponsored project utilizing the following funds: Federal Transit Administration (FTA), City of Atlanta, and Midtown Improvement District. Midtown Alliance is serving as the Implementation Manager for the project.

The project generally includes construction of right-of-way improvements including sidewalks, curbs, roadway, bicycle lanes, signage, landscaping, street trees, street lighting and traffic signals.

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

<https://www.midtownatl.com/SpringSt-Solicitation>

A **pre-bid conference** for prospective bidders will be held at **10:00 a.m. ET on February 13, 2024** at 999 Peachtree Street NE, 5th floor Conference Facility, Atlanta, GA 30309.

The Project Manual and Drawings may also be examined at the 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: **3000 Spring St (US-19/SR-9) Streetscape – [insert nature of email]**. All questions must be submitted by email by **5:00 p.m. ET on February 20, 2024**. 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 Georgia D.O.T.

Bidders submitting bids in excess of \$2,000,000 must be prequalified with Georgia D.O.T.

The Disadvantaged Business Enterprise (**DBE**) **goal for this project is 22.8%**. 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 required forms, certifications and affidavits shall be submitted with the bid per the Bid Submittal Checklist.

No bidder may withdraw her/his 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 **365 consecutive calendar days** from and including said date.

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 00200 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 on February 29, 2024** 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:

**3000 Spring St (US-19/SR-9) Streetscape
Bid Submittal**

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 for prospective bidders will be held at **10:00 a.m. ET on February 13, 2024** at 999 Peachtree Street NE, 5th floor Conference Facility, 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. **Bids will be considered only from pre-qualified bidders for work of this type and magnitude. Bidders shall be qualified as outlined below:**

- 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 GDPT QPL List 60.

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 <https://www.ecfr.gov>.

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 <https://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 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 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. Midtown Alliance reserves the right to reject any or all bids, to waive informalities and to re-advertise. 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. Midtown Alliance reserves the right to reject any or all bids from any bidder who is not pre-qualified with GDOT.

C. 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 be declared "non-responsive" and be rejected.

D. 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. Midtown Alliance 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 (1) executed copies of: (i) Bid Submittal Checklist; (ii) Bid Schedule; (iii) Bid Form; (iv) Corporate Certificate; (v) Bid Bond; (vi) Oath of Successful Bidder; (vii) E-Verify Affidavit; (viii) E-Verify Subcontractor Affidavit; (ix) Appendix A – DBE Participation; (x) Buy America Certification; (xi) Disclosure of Lobbying Activities; (xii) Certification Regarding Lobbying; (xiii) Certification of Primary Participant Regarding Debarment, Suspension and Other

Responsibility Matters; and (xiv) Certification of Lower-Tier Participant Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion.

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.

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 Midtown Alliance, 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 Midtown Alliance 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 Supplemental General Conditions list 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 Midtown Alliance and shall complete the work within **365 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 Midtown Alliance 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 Midtown Alliance 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 Midtown Alliance or City of Atlanta 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 Midtown Alliance and the City of Atlanta 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 Midtown Alliance and the City. The Contractor shall not be entitled to damages for the failure of Midtown Alliance or the City 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. Demolition and new work on this project is to be staged in 300 linear foot increments (excluding paving and saw cutting).
- G. The Contractor shall fully familiarize himself with the requirements of the Project Manual, including Section 00800 Special Conditions.**

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 Midtown Alliance and the City.

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: **3000 Spring St (US-19/SR-9) Streetscape – [insert nature of email]**. All questions must be submitted by email by **5:00 p.m. ET on February 20, 2024**. 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. This restriction of communication is effective from the advertisement date of each solicitation until successful award is made official and announced. Exceptions are the submission of questions as instructed in the ITB, or as provided by any existing work agreement(s). For violation of this provision, Midtown Alliance reserves the right to reject the submittal of the offending bidder. The purpose of this restriction is to ensure all prospective bidders have access to the same information at the same time so as not to provide any unfair advantage to any bidder.

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 (7) 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

Project Overview

PROJECT OVERVIEW AND SCOPE

Spring Street (US-19/SR-9) Streetscape (MIDTOWN ALLIANCE Design-Bid-Build)

January 25, 2024

Overview

The Spring Street Improvements Project proposes to repurpose one southbound lane on Spring Street (US-19/SR-9) between Peachtree Road and 17th Street to accommodate wider sidewalks, ADA upgrades, street trees, pedestrian lighting, and bicycle facilities. The Spring Street corridor is one of Midtown's major southbound corridors that connects key destinations and amenities such as SCAD and the Center for Puppetry Arts. This northernmost section of Spring Street is within three blocks of the MARTA Arts Center Station and the project will help to enhance safety, access, and mobility for all users. This half-mile project is intended to complement the multi-modal components of the West Peachtree and Spring LIT Lanes projects, which are part of the City's Action Plan for Safer Streets.

Scope

Proposed constructed improvements include:

- Reduction of the typical roadway section from four (4) to three (3) vehicular through lanes.
- Removal of portions of existing asphalt travel lane(s) (by saw-cutting) and installation of new raised planted buffer between vehicular and future dedicated bicycle lane. Installation of new dowelled 6 inch concrete median to separate new bike lane from vehicle travel lane.
- Removal of existing damaged curbing (by saw-cutting asphalt and light excavation) and installation of new 5 inch high granite curbing.
- Removal of existing narrow and/or damaged concrete sidewalks and installation of new ADA - compliant sidewalks (cast-in-place concrete).
- Installation of a new furniture zone (located between roadway and sidewalk) consisting of new planted area, existing/upgraded roadway lights, additional new pedestrian lights (via underground power circuit) as well as concrete surfaces for new bike racks and trash/recycling receptacles.
- Removal of designated existing trees/landscape material.
- Installation of stormwater planters (furniture zone) at key locations along the corridor for increased stormwater permeability and enhanced water quality.
- Upgrading existing traffic and ped signals at 4 project intersections.
- Placement of erosion control measures and traffic control.
- Repair and reconstruction of manholes and drainage structures. Installation of new drainage system.
- Demolition and replacement of roadway signage and steel posts.
- Installing new and replacing roadway traffic striping for vehicle and bike lanes.

The contractor shall expect the Spring Street corridor to have active projects, both private and public in nature which will necessitate coordination. It is anticipated that a Georgia Department of Transportation (GDOT) safety project along the Burford Spring Connector will take place at some point during construction of the streetscape project. Notable private projects that will require coordination include the blocks of 17th St to 18th St.

Bidding Requirements – Documents to be the Bid Submittal Package

- *Section 00200 Bid Submittal Checklist
- *Section 00300 Bid Schedule
- *Section 00305 Bid Form
- *Section 00405 Corporate Certificate
- *Section 00410 Bid Bond
- *Section 00480 Oath of Successful Bidder
- *Section 00485 E-Verify Affidavit
- *Section 00486 E-Verify Subcontractor Affidavit
- *Section 00490 Appendix A – DBE Participation
- *Section 00491 Buy America Certification
- *Section 00492 Disclosure of Lobbying Activities
- *Section 00493 Certification Regarding Lobbying
- *Section 00494 Certification of Primary Participant Regarding
Debarment, Suspension, and Other Responsibility
Matters
- *Section 00495 Certification of Lower-Tier Participant Regarding
Debarment, Suspension, and Other Ineligibility and
Voluntary Exclusion

Bid Submittal Checklist



Bid Submittal Checklist

All Required Submittals (indicated with * in the Table of Contents) including the completion and acknowledgment of this checklist

Section Number	✓	Required Submittals
00200		Bid Submittal Checklist (this document): check box on left indicating section is complete
00300		Bid Schedule
00305		Bid Form
00405		Corporate Certificate
00410		Bid Bond
00480		Oath of Successful Bidder
00485		E-Verify Affidavit
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Bidders Official Company Name: _____
 Company Address: _____

President/Vice President/Owner Name: _____
 Title: _____
 Office Telephone: _____
 Direct Telephone: _____
 Email Address: _____

Primary Point-of-Contact Concerning ITB: _____
 Title: _____
 Office Telephone: _____
 Direct Telephone: _____
 Email Address: _____

Bid Schedule

Spring St (US-19/SR-9) Streetscape Project ATLDOT PI: 3000
 BID SCHEDULE
 JANUARY 2024

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
	GRADING COMPLETE				
210-0100	GRADING COMPLETE	LUMP	LS	\$	\$
	ROADWAY ITEMS				
001-8012A	K71 BOLLARDS	4	EA	\$	\$
001-8018A	CONCRETE HEADER CURB, 2 IN, MOUNTABLE	286	LF	\$	\$
150-1000	TRAFFIC CONTROL	LUMP	LS	\$	\$
154-1000	CONSTRUCTION VIBRATION MONITORING	LUMP	LS	\$	\$
205-0210	EXCAVATION - ROCK	358	CY	\$	\$
310-5060	GR AGGR BASE CRS, 6 IN, INCL MATL	597	SY	\$	\$
310-5080	GR AGGR BASE CRS, 8 IN, INCL MATL	274	SY	\$	\$
402-3130	RECYCLED ASPH. CONC. 12.5 MM SUPERPAVE, GP 2, INCL BITUM MATL & H LIME	310	TN	\$	\$
413-1000	BITUM. TACK COAT	155	GL	\$	\$
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	2260	SY	\$	\$
437-1300	STRAIGHT GRANITE HEADER CURB, 5 IN X 17 IN, TP A	2620	LF	\$	\$
437-2571	CIRCULAR GRANITE HEADER CURB, 5 IN X 17 IN, TP A	380	LF	\$	\$
441-0018	DRIVEWAY CONCRETE, 8 IN TK	180	SY	\$	\$
441-0104	CONC. SIDEWALK, 4 IN	1067	SY	\$	\$
441-0108	CONC. SIDEWALK, 8 IN	468	SY	\$	\$
441-0748	CONCRETE MEDIAN, 6 IN	429	SY	\$	\$
441-0764	PLAIN PC CONC PCMT, CL 3 CONC, 10 INCH THK	274	SY	\$	\$
441-4030	CONC VALLEY GUTTER, 8 IN	110	SY	\$	\$
441-5001	CONCRETE HEADER CURB, 4 IN, TP 1	119	LF	\$	\$
441-5002	CONCRETE HEADER CURB. 6 IN, TP 2	201	LF	\$	\$
441-5008	CONCRETE HEADER CURB, 6 IN, TP 7	271	LF	\$	\$
441-6222	CONCRETE CURB & GUTTER, 8 IN X 30 IN, TYPE 2	342	LF	\$	\$
444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	745	LF	\$	\$
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	124	CY	\$	\$
	DRAINAGE ITEMS				
001-8012B	DIAMOND PLATE FLUME	5	EA	\$	\$
001-8012C	COA STORMWATER PLANTER	3	EA	\$	\$
550-1150	STORM DRAIN PIPE, 15 IN, H 1-10	856	LF	\$	\$
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	305	LF	\$	\$
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	14	LF	\$	\$
668-1100	CATCH BASIN, GP 1	2	EA	\$	\$
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	1	LF	\$	\$
668-2100	DROP INLET, GP 1	10	EA	\$	\$
668-2110	DROP INLET, GP 1, ADDL DEPTH	3	LF	\$	\$
	UTILITY ITEMS				
611-8050	ADJUST MANHOLE TO GRADE	1	EA	\$	\$
611-8120	ADJUST WATER METER BOX TO GRADE	13	EA	\$	\$
611-8045	ADJUST SEWER CLEANOUTS TO GRADE	1	EA	\$	\$

611-8140	ADJUST WATER VALVE BOX TO GRADE	7	EA	\$	\$
SIGNING/MARKING/SIGNALS					
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	127	SF	\$	\$
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	45	SF	\$	\$
636-2070	GALV STEEL POSTS, TP 7	375	LF	\$	\$
639-3004	STEEL STRAIN POLE, TP IV, WITH 60' MAST ARM	1	EA	\$	\$
639-3004	STEEL STRAIN POLE, TP IV, WITH 45' AND 45' MAST ARMS	1	EA	\$	\$
639-3004	STEEL STRAIN POLE, TP IV, WITH 55' MAST ARM	1	EA	\$	\$
639-3004	STEEL STRAIN POLE, TP IV, WITH 40' MAST ARM	1	EA	\$	\$
647-2141	PULL BOX, PB-4S	1	EA	\$	\$
647-7000	TRAFFIC SIGNAL MODIFICATION NO. 1 - 17TH STREET	LUMP	LS	\$	\$
647-7000	TRAFFIC SIGNAL MODIFICATION NO. 2 - 18TH STREET	LUMP	LS	\$	\$
647-7000	TRAFFIC SIGNAL MODIFICATION NO. 3 - BUFORD SPRING CONNECTOR	LUMP	LS	\$	\$
647-7000	TRAFFIC SIGNAL MODIFICATION NO. 4 - PEACHTREE	LUMP	LS	\$	\$
652-9000	GREEN COLOR-SAFE PAVEMENT MARKING W/ ANTI-SKID SURFACING	250	SY	\$	\$
653-0110	THERMOPLASTIC PVMT MARKING ARROW, TP 1	23	EA	\$	\$
653-0120	THERMOPLASTIC PVMT MARKING ARROW, TP 2	7	EA	\$	\$
653-0210	THERMOPLASTIC PVMT MARKING WORD, TP 1	8	EA	\$	\$
653-0320	THERMOPLASTIC PVMT MARKING, SYMBOL, TP 4	22	EA	\$	\$
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2510	LF	\$	\$
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	49	LF	\$	\$
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	290	LF	\$	\$
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	3450	LF	\$	\$
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	120	LF	\$	\$
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	1505	GLF	\$	\$
653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	1160	SY	\$	\$
654-1003	RAISED PVMT MARKERS TP 3	217	EA	\$	\$
682-9950	DIRECTIONAL BORE - 3"	630	LF	\$	\$
682-9950	DIRECTIONAL BORE - 5"	325	LF	\$	\$
682-9950	DIRECTIONAL BORE - 7"	170	LF	\$	\$

EROSION CONTROL					
163-0232	TEMPORARY GRASSING	1	AC	\$	\$
163-0300	CONSTRUCTION EXIT (AS NEEDED)	1	EA	\$	\$
163-0550	CONSTRUCT & REMOVE INLET SEDIMENT TRAPS	17	EA	\$	\$
163-1930	CONSTRUCT AND REMOVE COMPOST FILTER SOCK, 18 IN	5200	LF	\$	\$
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	252	LF	\$	\$
165-0101	MAINTENANCE OF CONSTRUCTION EXIT (AS NEEDED)	1	EA	\$	\$
165-0105	MAINTENANCE OF INLET SEDIMENT TRAPS	17	EA	\$	\$
165-1500	MAINTENANCE OF COMPOST FILTER SOCK (ALL SIZES)	2600	LF	\$	\$
171-0030	TEMPORARY SILT FENCE, TP C	504	LF	\$	\$
171-0030	MULCH (AS NEEDED)	6	TN	\$	\$
700-6910	PERMANENT GRASSING	1	AC	\$	\$
700-7000	AGRICULTURAL LIME	1	TN	\$	\$
700-8000	FERTILIZER MIXED GRADE	1	TN	\$	\$

700-8100	FERTILIER NITROGEN CONTENT	5	LB	\$	\$
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LIGHTING ITEMS					
500-3101	CLASS A CONCRETE	6	CY	\$	\$
511-1000	BAR REINF STEEL	900	LB	\$	\$
681-8525	ELECTRICAL POWER SERVICE ASSEMBLY (UNDERGROUND SERVICE POINT)	1	EA	\$	\$
682-6222	CONDUIT, NONMETL, TP 2, 2 IN	4390	LF	\$	\$
682-8995	POWER SERVICE CABINET	1	EA	\$	\$
682-9020	HANDHOLE	11	EA	\$	\$
682-9021	ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED	28	EA	\$	\$
682-9950	DIRECTIONAL BORE	440	LF	\$	\$

LANDSCAPING ITEMS					
001-8012D	BOXLEAF EUONYMUS	166	EA	\$	\$
001-8012E	CINNAMON CIRL DISTYLUM	69	EA	\$	\$
001-8012F	CREPE MYRTLE	7	EA	\$	\$
001-8012G	LIRIOPE GRASS	16304	EA	\$	\$
001-8012H	MEXICAN FEATHER GRASS	180	EA	\$	\$
001-8012I	PURPLE DAYDREAM DWARF LOROPETALUM	35	EA	\$	\$
001-8012J	SHUMARD OAK	27	EA	\$	\$
700-9300	SOD - BERMUDA GRASS	445	SY	\$	\$
702-9025	LANDSCAPE MULCH	974	SY	\$	\$
708-1000	PLANT TOPSOIL	179	CY	\$	\$
900-0037	CONCRETE PAVERS	119	SY	\$	\$

TOTAL BID AMOUNT					\$
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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 and other sections of the Solicitation.
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 Schedule, the BIDDER has accounted 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 has included in their Bid Total the number of units shown on the Bid Schedule.

A. TOTAL BID as stated in the detailed attached Bid Schedule: \$ _____

RECEIPT OF REQUEST FOR BID AMENDMENTS / ADDENDA

I hereby acknowledge receipt of the following checked amendments / amendments of the Solicitation:

Amendment Nos.: 1 2 3 4 5 6 7

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

(Print Company Name)

The Submitter(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.

By _____
Corporate President, Vice President
or Individual Owner or Partner (*Strike
through all except the one which applies*)

Sworn to and subscribed before me this

_____ day of _____, 20_____.

(Notary Public) _____

My Commission expires _____

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

OATH OF SUCCESSFUL BIDDER

I. EXAMINATION OF PLANS AND SPECIFICATIONS

I hereby acknowledge that this Project will be constructed in English units. I certify that I have carefully examined the plans, specifications and provisions for this project, and I have also personally examined the site of the work. On this basis 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 proposed to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I further propose to execute the Contract agreement described in the Solicitation 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 Performance and Payment Bond, approved by Midtown Alliance. 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.

II. CONFLICT OF INTEREST

By signing and submitting this Oath I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of Midtown Alliance nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this organization.

Also, by signing and submitting this Oath I hereby certify that I will notify Midtown Alliance through its Project Manager 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 Midtown Alliance employees.

III. PROHIBITED SOURCES' (CONTRACTORS) ETHICS PLEDGE

I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not offer money or a personal gift, meal, ticket, travel, entertainment, or other gratuity as defined per City of Atlanta Code Section 2-801 to any Midtown Alliance or City employee or official who has interest in this Bid.

IV. 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:

- a) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- b) 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 firm name)_____.

(Subcontractor's firm 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.

V. 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 Bid.

VI. SIGNATURES

GEORGIA, _____ County

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

(Officer name, title)

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 (Contractor's firm name)

In bidding or procuring the Contract with: Midtown Alliance
on the following Project: Juniper Streetscape

And that said undersigned officer 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.

SIGNED:

ATTESTED:

BY: _____ Bidder Firm Name

By: _____
Name

By: _____
Name

Title: _____

Title: _____

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

Notary Public: _____ My Commission Expires: _____

END OF SECTION

E-Verify Affidavit

**Section 00485
E-Verify**

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Midtown Alliance and the City of Atlanta 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 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

Date of Authorization

Name of Contractor: _____

Name of Project: Spring St (US-19/SR-9) Streetscape

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____, DAY OF _____, 20_____

NOTARY PUBLIC

My Commission Expires: _____

**E-Verify
Subcontractor Affidavit**

**Section 00486
E-Verify Subcontractor**

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) _____ on behalf of Midtown Alliance and the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: Spring St (US-19/SR-9) Streetscape

Name of Public Employer: City of Atlanta

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____, DAY OF _____, 20_____

NOTARY PUBLIC

My Commission Expires: _____

Section 00490

Appendix A

DBE Participation



CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Jason Ingram
Interim Director

TO: **Jaideep Majumdar, Chief Procurement Officer**
Department of Procurement

FROM: **Jimmy Porter, Sr.**
Senior Manager, Mayor's Office of Contract Compliance

CC: Jason Ingram, Interim Director
Mayor's Office of Contract Compliance

RE: **Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)**

DATE: **November 29, 2023**

**The DBE bid documents with project specific availability for Project No.:
Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)** are enclosed.
The entire OCC package, including both the standard and project specific DBE/EEO sections must
be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact [Jimmy Porter](mailto:jimmy.porter@atlantaga.gov), Senior manager at (404) 330-6833.

cc: File
[Forrest Rose, Project Manager](#)
[Jimmy Porter, OCC](#)



CITY OF ATLANTA

Andre Dickens
Mayor

SUITE 5100
68 MITCHELL STREET
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Jason Ingram
Interim Director

November 29, 2023

RE: Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled by a different agency. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

If you have any questions about the information included in this section of the solicitation please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
DISADVANTAGED BUSINESS ENTERPRISE
POLICY STATEMENT

It is the policy of the City of Atlanta to ensure that DBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which DBEs can compete fairly for DOT Assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 68 Mitchell St. Ste. 5100, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

GOOD FAITH EFFORTS

The City of Atlanta treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT GOALS**

PROJECT- Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)

All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies' involvement in **Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)** project throughout the life of the contract.

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

- 237310 – Highway, Street, and Bridge Construction**
- 238110 – Poured Concrete Foundation and Structure Contractors**
- 238120 – Structural Steel and Precast Concrete Contractors**
- 238210 – Electrical Contractors and Other Wiring Installation Contractors**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any GA-DOT/MARTA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified DBE firms for the procurement categories in the various scopes associated with this project is:

22.80% DBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

Note: Proponents must make sure subcontractors to be used as DBE are certified with Georgia Department of Transportation as DBE's. Please fill out all the forms required. Do not leave blank.

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.

MONITORING OF DBE POLICY

Upon execution of a contract with the City of Atlanta, the successful bidder's DBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The DBE Project Participation Plan, all executed subcontract agreements, operating agreements, other contract governing documents, along with all other pertinent records required by OCC as deemed necessary will be placed on file. Said documentation shall be in a format that is established by the Office of Contract Compliance and will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific DBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific DBE information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM REMINDERS

1. DBE Plan. All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. Failure to Meet DBE Goals. Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
5. Certification. As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (G-DOT) and MARTA. The contact number for G-DOT is (404) 656-5267. The contact number for MARTA is (404) 848-5000.
6. Reporting. The successful bidder must submit monthly DBE participation reports to OCC in a form as prescribed by the Office of Contract Compliance monitor of record.
7. DBE Concession Program. The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
8. Contract Assurance. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation 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 City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

PROJECT - Spring Street (US-19/SR-9) Streetscape (Midtown Alliance Design-Bid-Build)

IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

A FIRM 'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25) EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City’s goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company’s intent to achieve the Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals where applicable. Furthermore, the undersigned acknowledges receipt of and agrees to adhere to the Federal Title Vi assurances included in this appendix.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

Company Name: _____

Contract Number: _____

Contract Name: _____

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of DBE Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise ***Note: COA M/FBE certification does not count for DBE program goals. Firms must be certified by the GA DOT/MARTA.

Company Name: _____

Contract Name: _____

Contract #: _____

Signature: _____

Date: _____

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers, to be used on phase two of this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAIC Code	Type of Work to be Performed	Ethnicity of DBE Ownership (see code below)	DBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (**Note... M/FBE or SBE certification does not qualify for DBE projects)

Proponent's Co. Name: _____

Total DBE% _____

Contract #: _____ Contract Name: _____

Date: _____

Signature: _____

LETTER OF INTENT

Contract# _____

Proponent

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Subcontracting Firm:

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Sub firm Contact Person:

Name: _____ Phone: (____) _____

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (Make additional copies of this document as needed)**

ATTACHMENT 1

Joint Venture Participation on City of Atlanta DBE Projects

Although Joint Ventures are **not** mandated on federally funded City of Atlanta projects, The City of Atlanta encourages (where feasible) the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises at the prime level. Should firms choose to voluntarily form a joint venture in pursuit of a DBE contracting opportunity, joint venture member businesses must have different race ownership, different gender ownership, or both. The certified DBE member(s) of the joint venture must be certified as such by the GA. Dept. of Transportation (G-DOT), and the joint venture team shall include in its bid submittal the DBE certification number of each DBE joint venture member.

A joint venture, at its' option, may submit its agreement to the Office of Contract Compliance for *pre-approval* no later than fourteen (14) calendar days prior to the date set for receipt of bids. Otherwise, agreements must be submitted on or before the date set for receipt of bids on a project.

“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
- All joint ventures agreements must be signed by a member of each team.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City’s Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self-performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
- The specific rights and responsibilities of the Mentor and the Protégé.

- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.
- Work self-performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That 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 your written consent as provided in this paragraph (f); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vii) [OCC] ha[s] determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vi) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (vii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: _____

Contract No.: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**Additional Resources Proponents May Contact in an Effort to Identify
DBE Participants**

**Atlanta Minority Business
Development Center**

Clem Wilmont
Project Director
1599-A Memorial Drive, SE
Suite 134
Atlanta, GA 30317
Phone: 404-329-4567
E-mail: cwilnot@AtIMBDC.com

Georgia Technology Authority

Thomas Hester
Contracting Officer
100 Peachtree Street
Suite 2300
Atlanta, GA 30303
Phone: 404-463-2339
E-mail: tdhester@gtg.ga.gov

Atlanta Public Schools

Carolyn Lyons
Outreach Coordinator
Contract Compliance
1631 La France Street
Atlanta, GA 30307
Phone: 404-371-7130
Fax: 404-371-7126
Email: clyons@atlanta.k12.ga.us

Governor's Small Business Center

Gail Webb
Governmental and Outreach
Community Administrator
200 Piedmont Avenue
1306 West Tower
Atlanta, GA 30334
Phone: 404-656-6315
Toll-Free: 800-495-0053
Email: gsbc@doas.ga.gov

Cobb County

Janice Cook
Department of Transportation
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737
Phone: 770-528-3690
Fax: 770-528-4360
Email: janice.cook@cobbcounty.org

Minority Business Development Agency

Sunny Guider
Chief Business Development
401 West Peachtree Street, NW
Suite 1715
Atlanta, GA 30308-3516
Phone: 404-730-3300
Email: sguider@mbda.gov

Dekalb County

Terry Phillips
Contract Compliance Officer
1300 Commerce Drive
Room 202
Decatur, GA 30030
Phone: 404-371-2737
Email: tgphilli@co.dekalb.ga.us

Gwinnett County

Debra Green
Purchasing Director
75 Langley Drive
Lawrenceville, GA 30045
Phone: 770-822-8720
Fax: 770-822-8735 or 770-822-8728
Email: greende@co.gwinnett.ga.us

U.S. Small Business Administration

Dinora Gonzalez
Economic Development Specialist
233 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303
Phone: 404-331-0100 ext. 410
Email: dinora.gonzalez-cook@sba.com

Buy America Certification Form

BUY AMERICA CERTIFICATION

NOTICE TO BIDDERS

Your bid will not be considered unless one of the certifications on this form is completed, signed and returned with your bid. If you submit an incomplete Buy America certificate or an incorrect certificate of non-compliance through inadvertent or clerical error; within 10 days of receipt of bids, you may submit to City of Atlanta, for review by the FTA Chief Counsel, an explanation of the circumstances surrounding the submission of the incomplete or incorrect certification.

COMPLIANCE FORM
CERTIFICATE FOR COMPLIANCE WITH SECTION 165 (a) "Procurement of Steel, Iron or Manufactured Products"

The Bidder hereby certifies that it will comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661

Date:	Firm:
Name:	Signature:
Title:	

NON-COMPLIANCE FORM
CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165 (a) "Procurement of Steel, Iron or Manufactured Products"

The Bidder hereby certifies that it **cannot** comply with the requirements of Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to Section 165 (b) (2) or (b) (4) of the Surface Transportation Assistance Act of 1982, and its regulations in 49 CFR Part 661.7

Identify items that are not compliant in the space below:

Date:	Firm:
Name:	Signature:
Title:	

Disclosure of Lobby Activities Form

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 a member of the City Council, Board of Directors, officer, or any elected, appointed, or employed official or employee of the State of Georgia, 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, or the amendment or modification of any Federal contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors shall certify and disclose accordingly.

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 Section 1352, Title 31, U.S. Code. 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.

Signature: _____ Date: _____

Title: _____ Telephone No.: _____

Firm or Corporate Name: _____

Address: _____

**Certification of Primary
Participant Regarding
Debarment, Suspension, and
Other Responsibility Matters**

CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential consultant for a major third party contract), _____
_____, 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 covered transactions by any Federal department or agency;
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 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;
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 (2) of this certification; 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.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**Certification of Lower-Tier
Participant Regarding
Debarment, Suspension, and
Other Ineligibility and
Voluntary Exclusion**

CERTIFICATION OF LOWER-TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential subconsultant under a major third party contract), _____, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

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

Spring Street Bike and Pedestrian Improvements

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 January 25, 2024
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 three hundred sixty-five (365) 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, less the amount of retainage. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage, including change orders and other authorized additions provided in the Contract is due;
2. When the Work is substantially complete (operational or beneficial occupancy) and Midtown Alliance determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by Midtown Alliance, shall be withheld until such items are completed.

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 Cladie Washburn, Director of Capital Projects
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 _____ and a Payment Bond, in the amount of _____ 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
- D. PROJECT MANAGER – Shall refer to Atlas Technical Consultants, LLC

If there is no Project Engineer or Engineer on the project, the Implementation Manager will act as the Engineer throughout Contract Documents.

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 Manger 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.

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)

FEDERAL CLAUSES

DRUG AND ALCOHOL POLICY

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which required the establishment of drug-free workplace policies and the reporting of certain drug-related offences to the FTA. CITY OF ATLANTA maintains compliance with this Act and all personnel conducting business on CITY OF ATLANTA property are subject to CITY OF ATLANTA's drug-free workplace policy guidelines.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

(1) Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make, or causes to be made, pertaining the underlying Contract or the FTA assigned project for which this Contract work is being performed.

In addition to other penalties that may apply, the Contractor furthers acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the City under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law on the Contractor to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO THIRD PARTY CONTRACT RECORDS

(1) The Contractor agrees to maintain all book, records, accounts, and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation of settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain such records until the City, the FTA Administrator, the Comptroller General, or any of the duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto.

During the course of this Contract and for three (3) years thereafter from the date of transmission of the final expenditure report, the Contractor agrees to maintain intact and readily accessible all data, documents, reports, records, sub-agreements, leases, third party contracts, and supporting materials related to this Contract as the Federal Government may require, and;

(2) the Contractor agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

TERMINATION FOR CONVENIENCE

In the event that the CITY OF ATLANTA determines that this Contract is no longer in its best interest for any reason, including but not limited to the withdrawal or

otherwise unavailability of financial assistance expected to be provided by the FTA (U.S. DOT), The CITY OF ATLANTA may terminate this Contract, in whole or in part, without any liability whatsoever upon the CITY OF ATLANTA, by giving thirty (30) days written notice of its election to do so. If the Contract is terminated by the CITY OF ATLANTA, Contractor will only be paid for the Contract price for goods, equipment and supplies delivered and accepted on or before the effective date of the termination.

TERMINATION FOR DEFAULT

The City may at its option, by giving written notice to Service Provider, terminate this Agreement:

- A.** For a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach.
- B.** Immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days.
- C.** Immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- D.** Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

If the Contractor does not deliver services in accordance with the contract delivery schedule, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be placed in effect by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by The City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, The City and/or The Implementation Manager, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure:

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to The City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within seven (7) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach:

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

CIVIL RIGHTS

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agree that it will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or disability.

In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL.) regulations "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41C.F.R. Material 60 et seq., (which implement Executive Order- No. 11246, "Equal Employment

Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken during the Contract.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, the Contractor agrees to comply with any implementing requirements **FTA** may issue.

(b) Age - In accordance with Section 1 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may Issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements **U.S.** Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include the requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 C.F.R. part 60, this Contract shall meet the definition of "federally assisted construction contract" in 41 C.F.R. part 60-1.3 and shall include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. part 1964-1965 Comp., p. 339), as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of

the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government

contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DISADVANTAGED BUSINESS ENTERPRISE

In addition to DBE Requirements of this Contract (See Appendix A), the following Federal Disadvantage Business Enterprises requirements apply:

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 22.82%.
2. The contractor 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 this DOT-assisted contract. 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 City deems appropriate. Each subcontract the contractor signs with a sub-contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying an initial submittal:
 1. The names and addresses of DBE firms that will participate in this contract.
 2. A description of the work each DBE will perform.
 3. The dollar amount of the participation of each DBE firm participating.
 4. Written documentation of the bidder/offeror's commitment to use a DBE

- subcontractor whose participation it submits to meet the contract goal.
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so. Offerors must present the information required above as a matter of responsiveness with initial proposals (see 49 CFR 26.53(3)).
4. The contractor is required to pay its sub-contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Atlanta. In addition, the contractor is required to return any retainage payments to those sub-contractors within 30 days after incremental acceptance of the sub contractor's work by the City of Atlanta and contractor's receipt of the partial retainage payment related to the sub contractor's work.

INCORPORATION OF FTA TERMS

All contractual provisions required by U. S. DOT or FTA, as set forth in FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, are hereby incorporated by reference.

Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City's requests, which would cause the City to be in violation of the FTA terms and conditions.

DEBARMENT AND SUSPENSION

(1) This Contract is a covered transaction for purposes of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. As such, the Contractor agrees to provide a debarment and suspension certification containing information about the debarment and suspension status of itself and its principals. The Contractor agrees that it shall refrain from entering into any contract of any amount to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractors, seeking a contract exceeding \$25,000.

Contractor agrees to and assures its subcontractors, and other participant at any tier of the underlying Contract will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any agreement or other arrangement in connection with the underlying Contract.

(2) The certification is a material representation of fact upon which reliance will be

placed when this transaction is entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.

The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA

All parts and materials the Contractor installs shall be new, unless otherwise specified in the Technical Provisions, and shall comply with the "Buy America" requirements per Section 165 (a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.

RESOLUTION OF DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

The City of Atlanta agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly, it agrees that:

a. Notification to FTA. City of Atlanta will notify the FTA Chief Counsel or Regional Counsel immediately of any current or prospective legal matter:

(1) Such as:

- (a) A major dispute,
- (b) A breach,
- (c) A default,
- (d) Litigation, or
- (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason,

(2) That may affect the Federal Government's:

- (a) Interests in the Project, or
- (b) Administration or enforcement of Federal laws or regulations.

b. Federal Interest in Recovery.

(1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project.

(2) Liquidated Damages. However, the City of Atlanta may return all liquidated damages it receives to **its** Project Account rather than return the Federal share of those liquidated damages to the Federal Government.

c. Enforcement. The City of Atlanta will pursue its legal rights and remedies available under any third-party agreement or available under Federal, State, or local laws or regulations.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Atlanta.

e. Alternative Dispute Resolution. FTA encourages the City of Atlanta to use alternative dispute resolution procedures, as may be appropriate.

LOBBYING

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement. The Contractor shall file the certification required by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. 8 1352. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U. S. C. 1352.

Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U. S. C. 1352. Such disclosures are forwarded from tier to tier up to the CITY OF ATLANTA.

Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1387), as amended—As this Contract exceeds \$150,000, the Contractor 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

AIR QUALITY

The Contractor will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Contractor agrees that:

(1) Public Transportation Operators. It will comply with:

- (a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85,
- (b) U.S. EPA regulations, "Control of Air Pollution from New and In-Use Material Vehicles and New and In-Use Material Vehicle Engines," 40 C.F.R. Part 86, and
- (c) U.S. EPA regulations "Fuel Economy OF Material Vehicles," 40 C.F.R. Part 600, and any revisions to these regulations.

(2) State Implementation Plans. It will support State Implementation Plans (SIP) by:

- (a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,
- (b) Assuring that any Project identified as a Transportation Control Measure in its State's SIP will be wholly consistent with the design concept and scope of the Project described in the SIP,
- (c) Complying with:
1 Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), 2 U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans" 40 C.F.R. Part 93, Subpart A, and 3 Other Federal conformity regulations that may be promulgated at a later date.

(3) Violating Facilities. It will:

- (a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. 4 7414, and
- (b) Facilitate compliance with Executive Order No. 1 1738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

Contractor shall be capable of providing all personnel and equipment necessary to provide body repair services per the OEM specifications. As ATLANTA STREETCAR does not have an enclosed body shop, the contractor is responsible for any localized environmental tenting and the like necessary for the performance

of onsite work. ATLANTA STREETCAR will cooperate with the contractor, to the greatest extent possible, to provide interior workspace during inclement weather.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable Federal laws and regulations in accordance with applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. The Contractor agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(4) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE

To the extent applicable, the Contractor agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381. Accordingly, the Contractor agrees (a) to use 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; (b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA

To the extent applicable, the Contractor agrees to comply with Section 5 of the international Air Transportation Fair- Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S-Government-financed international air travel and

transportation of their personal effects and, to the extent such service is available, unless travel by Foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a **U.S.** flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Further, the Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

DAVIS-BACON ACT, as amended (40 U.S.C. §§ 3141 – 3148).

As this Contract exceeds \$2,000, the prime contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 - 3144, and 3146 – 3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

In addition, the contractor shall pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is provided in this Solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ANTI-KICKBACK ACT

The contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City shall report all suspected or reported violations to the Federal awarding agency.

BONDING

The Contractor shall obtain separate payment and performance bonds, each in an amount at least equal to the total price under the Contract. The performance bond shall secure to the Authority the Contractor’s full and faithful performance of the Contract. The payment bond shall provide security to all persons who, by contract or otherwise, furnish labor or materials to be incorporated in the project. These bonds shall be in a form, and issued by sureties, acceptable to the Authority. The surety company, as a minimum, shall comply with U. S. Department of Treasury Circular C570 and be authorized to do business in the State of Georgia.

ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any maintenance facility constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

RECYCLED PRODUCTS

To the extent applicable, the Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

CONFORMANCE WITH NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS (ITS) ARCHITECTURE

To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-

LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA Access

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations any later amendments thereto and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM

- A. When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publicly or otherwise, the CITY OF ATLANTA shall have the right to suspend or delay completion of work under this Contract and take additional action as the CITY OF ATLANTA deems necessary to secure the CITY OF ATLANTA's facilities as follows:

- B.
 1. Elevated Threat Alert:
the CITY OF ATLANTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Supplier's personnel and equipment entering work areas until such alert expires.

 2. Imminent Threat Alert:
the CITY OF ATLANTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.

- C. The CITY OF ATLANTA shall provide notice to the Supplier, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Supplier.

To facilitate the provision of such notice, the Supplier is required to provide the Program Manager with emergency contact information in the form of cell phone numbers, facsimile numbers, and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Supplier that work shall be delayed or suspended in accordance with this paragraph.

Any delay or suspension of work required under this paragraph shall not entitle the Supplier to any claims for additional compensation under this contract.

- D. Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the CITY OF ATLANTA for the suspension of work which differ from those set forth herein, this Contract shall be modified by written agreement of the parties to reflect such changes.

VETERAN'S PREFERENCE/EMPLOYMENT

Contractors, working on a capital project funded using FTA assistance, shall give a hiring preference, to the extent practicable, to veterans (as defined in Title 5, United States Code, Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This provision shall not be understood, construed, or enforced in any manner that would require the Contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

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 _____, 20_____.

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 _____, 20_____.

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.

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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 FTA Provisions;
- .06 the Supplemental General Conditions;
- .07 the General Conditions;
- .08 the Technical Special Provision Specifications;
- .09 the Georgia Department of Transportation Supplemental Specifications;
- .10 the Georgia Department of Transportation Standard Specifications;
- .11 the Plans and Drawings;

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

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 its 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 includes the complete construction of streetscape improvements in Midtown Atlanta, Georgia. The improvements include the placement of erosion control measures and traffic control; repair and reconstruction of manholes and drainage structures; installation of new drainage system; demolition, replacement, and repair of curbs; demolition and replacement of concrete valley gutters; modification of vehicle travel lane striping and installing new bike lane striping; removal of portions of existing asphalt travel lane(s) (by saw-cutting) and installation of new raised planted buffer between vehicular and future dedicated bicycle lane; installation of new dowelled 6 inch concrete median to separate new bike lane from vehicle travel lane; demolition and replacement of roadway signage and steel posts; demolition and reconstruction of pedestrian sidewalks; installation of a barrier protected bicycle/LIT (light individual transport) lane; installation of street light foundation infrastructure and installing new and removal of designated landscaping items.
- 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 300 linear feet of roadway at a time.
- C. The contractor shall utilize minimally invasive excavation techniques as defined by the 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 project includes stormwater facilities. Review Special Provision Sections 02302, 02371, 02681, 02682, 02683, 02949 for further details regarding stormwater facilities.
- G. 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 Checklists. (see Section 1.03 A.1 below for GPC coordination)

- H. George Power shall support shop drawing review of the Contractor's foundation submittal to verify anchor bolt and conduit arrangements. (see Section 1.03 A.1 below for GPC coordination)
- I. 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. (see Section 1.03 A.1 below for GPC coordination)
- J. Ingress and egress shall be maintained at all times to adjacent properties during construction unless otherwise indicated in the plans. Written notification of driveway work shall be given to the property owner/ representative and Implementation Manager a minimum of two (2) weeks in advance of the scheduled work.

1.01 STAGING PLAN

- A. Work is to be planned for and scheduled with the implementation Manager as outlined in the Series-19 staging plans as permitted to the development located at 1405 Spring St. and this project. The staging plans shall be effective until 09/30/2024.

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 Spring Street NW. This project is on a state highway and has an encroachment permitted through GDOT District 7 Traffic Operations Office – Special Encroachment Permit A-121-009775-7, 00000900, 243.5 – 244.1 Fulton Co.
- 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.
- 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.

- B. The Implementation Manager will obtain the necessary temporary easements for construction adjacent to 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.

1.05 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.

1.12 DRAWINGS AND DETAILS

- A. By reference the project documents 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 _____, 20____, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of \$ _____

You are required by the Instructions to 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 _____, 20____, 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 _____

ATLDOT PROJECT NO.: 3000

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05-0001	TYPICAL SECTIONS	01/24/24
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06-0001	SUMMARY OF QUANTITIES	01/24/24
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13-0003	CONSTRUCTION PLAN SHEETS	01/24/24
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56-0003	ESPC DETAILS	01/24/24

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 streetscape improvements.
- 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 includes the complete construction of streetscape improvements in Midtown Atlanta, Georgia. The improvements include the placement of erosion control measures and traffic control; repair and reconstruction of manholes and drainage structures; demolition, replacement, and repair of curbs; demolition and replacement of concrete valley gutters; modification of travel lane striping; demolition and replacement of roadway signage and steel posts; demolition and reconstruction of pedestrian sidewalks; installation of a barrier protected bicycle/LIT (light individual transport) lane; installation of street lights and landscaping.

The contractor shall expect the Spring Street corridor to have active projects, both private and public in nature which will necessitate coordination. It is anticipated that a Georgia Department of Transportation (GDOT) safety project along the Burford Spring Connector will take place at some point during construction of the streetscape project. Notable private projects that will require coordination include the blocks of 17th St to 18th St.

- D. The Work of this contract includes Drawings and Specifications referred to in the Contract Documents as prepared by Kimley Horn and 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 one (1) set 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 abut 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. 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 300 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.**
- C. The Contractor shall not schedule the work such that all street accesses to a single property are within the same 300-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. Ingress and egress shall be maintained at all times to adjacent properties during construction unless otherwise indicated in the plans. Written notification of driveway work shall be given to the property owner/ representative and Implementation Manager a minimum of two (2) weeks in advance of the scheduled work
- 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 GDOT regulations and 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, GDOT 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 GDOT District 7 Traffic Operations Office and 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. This project is on a state highway and governed by GDOT regulations and Special Encroachment Permit A-121-009775-7, 00000900, 243.5 – 244.1 Fulton Co.
- B. Right to Restrict Construction - The Project Manager, GDOT and/or 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 GDOT 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 300-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 300-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 300-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 and/or GDOT 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.

G. A minimum of three (3) copies of the above details shall be submitted to the Project Manager, the City of Atlanta and/or GDOT 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, GDOT and/or City of Atlanta and all necessary permits from the City of Atlanta and/or GDOT 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 GDOT and/or the City of Atlanta a lane closure permit for each 300-foot Sequence of Operations if a lane closure is needed.
- I. The Contractor shall obtain from the City of Atlanta and/or GDOT 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 JUNIPER STREETSCAPE
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

**PROJECT
TECHNICAL SPECIFICATIONS**

November 22, 2023

SPECIAL PROVISION

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.

108.08. C: Intermediate Completion

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.

2. Covered Milled Surfaces

Failure to cover milled surfaces as specified in Special Provision Section 150.6.D will result in the assessment of liquidated damages in the amount of \$1000 per calendar day or portion thereof.

108.08. D: Restrictive Work Hours

1. Failure to re-open travel lanes as specified in Special Provision Section 150.6.A will result in the assessment of liquidated damages in the amount of \$1000.00/ hour or portion thereof.

108.08. E: Staging

1. 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.

SPECIAL PROVISION

FULTON COUNTY

SECTION 150 – TRAFFIC CONTROL

ADD the following:

150.6 SPECIAL CONDITIONS:

- A. Lane Closures
 1. Unless specifically stated otherwise in the City of Atlanta and Georgia Department of Transportation permits, 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.
 2. Two lanes must remain open to traffic at all times unless approved by GDOT two weeks in advance of necessary construction activities.
- 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. 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 150.08 Enforcement.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

MIDTOWN ALLIANCE
SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENTS

Section 154 — Construction Vibration Monitoring

Add the following:

154.1 General Description

This Work consists of performing preconstruction crack surveys, seismograph and other monitoring of construction vibrations, and post construction crack surveys of the buildings located adjacent to the proposed project construction on Spring Street from 17th Street to Peachtree Street by procuring the services of a prequalified subcontractor specializing in this work.

154.1.01 Definitions

General Provisions 101 through 150.

154.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

154.1.03 Submittals

A. Prequalification of Subcontractor

Submit the following documentation for the Engineer's review and approval a minimum of thirty days prior to beginning construction activities on the project:

Evidence of the subcontractor's successful completion of at least five projects similar in concept and scope to the proposed crack survey and vibration monitoring. Include names, addresses and telephone numbers of the Project owners' representatives for verification.

Résumés of employees performing this work. Provide evidence showing each employee possesses experience and knowledge similar in concept and scope of this work for performing crack surveys and installing and reading seismographs. Provide evidence that the reports will be reviewed and signed by a Georgia Licensed Professional Engineer or Georgia Licensed Professional Geologist. The Project Owner will be sole judge of determining if employees are qualified to perform the work on this project.

A detailed survey plan, monitoring plan, and sequence of work that describes all materials, methods and

equipment to be used to complete the crack survey and vibration monitoring.

B. Construction Monitoring

Submit the following documentation during construction monitoring:

Preconstruction Crack Survey Report documenting existing conditions of buildings prior to construction activities in accordance with subsection 154.3.03.B. Report shall be provided 14-days prior to start of any construction activities within 200 feet of property for review and concurrence by Property Owner.

Weekly Seismograph Data and Data Summary Report and Activity Log of all construction activities within 200 feet (61 meters) of the seismograph in accordance with subsection 154.3.03.A.1.

Reports of building conditions regarding cracks or any other damage potentially caused by construction activities as complaints are received in accordance with subsection 154.3.03.C.

A report shall be provided within 24 hours of seismograph alarm notification, including seismograph data, survey of monitoring points, construction activities in the last 48 hours, and a summary report of findings including data from crack gauges and pictorial documentation.

Weekly report of up to three (3) survey monitoring points established at building foundation corners (as identified by Property Owner). Survey points are to establish and report weekly X, Y, and Z coordinates/elevations. Report shall be provided to Project Owner for distribution.

All reports shall be provided to Project Owner and Engineer for review and distribution.

C. Post Construction

Submit a Post Construction Crack Survey Report in accordance with subsection 154.3.03.D documenting post construction condition of cracks or damage identified in the pre-construction survey and cracks or any other damage potentially caused by construction activities. Report to include initial and final survey of survey monitoring points and any intermediate readings obtained during seismograph alarm triggers.

154.2 Materials

General Provision 101 through 150.

154.3 Construction Requirements

154.3.01 Personnel

Ensure all employees performing this work have been approved by the Engineer in accordance with subsection 154.1.03.A.

154.3.02 Equipment

A. Seismograph

Use a seismograph(s) that is weather proof and capable of continuously recording particle velocity in three perpendicular components with a flat response of 2-250 HZ over a range of at least 0.01 to 5.0 inches per second (0.254 to 127 mm per second). Provide a seismograph(s) that employs an internal dynamic calibration during each recording sequence and that has been shake table tested within the previous 24 months verifying an accuracy of +/- 5% over the frequency range of 4 to 125 Hertz. Provide a recorder/ software system that is capable of digitally storing and reproducing vibration levels in tabular or histogram (bar graph) form at no greater than six minute intervals.

Seismograph(s) shall be equipped with wireless capabilities. Data shall be transferred automatically to a remote computer by means of a modem equipped with a sim card that communicates with a cellular network connected to the internet. The seismograph(s) shall be equipped with an automated alarm feature so when an event occurs it is immediately captured and automatically transmitted to the computer.

Seismograph(s) alarm shall be set at a threshold of 0.5 inches per second peak particle velocity. All events recorded greater than the specified warning limit must be evaluated.

B. Crack Gauges

Use crack gauges specifically designed for use on this type of work. Utilize a minimum of 15 crack gauges and a maximum of 25 to monitor significant cracks on the interior or exterior of buildings located closest to the construction activities. Submit the proposed locations of crack gauges to the Engineer for review and approval prior to installation. Use crack gauges that do not damage or stain existing surfaces. Replace missing or damaged gauges at no additional cost to the Project Owner. Repair and restore surfaces back to the pre-installation state.

154.3.03 Construction

Obtain Engineer's written approval of the Prequalification documents submitted in accordance with Subsection 154.1.03.A prior to beginning this work.

Perform the preconstruction crack survey prior to starting construction activities on the project.

Install and begin seismograph monitoring prior to starting excavation, shoring and backfilling construction activities on the project.

Maintain seismograph and crack monitoring until excavation, shoring and backfilling, compaction of subgrade, base and pavement, and waiting periods of staged wall construction activities on the project are complete.

A. Seismograph Installation and Monitoring

Monitor vibrations at building(s) using seismograph(s) when construction activities including, but not limited to, excavation, shoring installation, backfilling, and compaction of backfill, subgrade, base and pavement are within 75 feet (23 meters) of the building(s), or otherwise have the potential to result in vibrations that may cause damage or complaints. Relocate seismograph(s) as needed. Protect the seismograph from weather and vandalism. Replace missing or damaged equipment at no cost to the Project Owner. Document the following information at the time that the seismograph is installed:

Date and time of installation

Coordinates of installed instrument or Station and offset

Method of transducer attachment

Name and affiliation of the person installing the instrument

1. Monthly Seismograph Data and Data Summary Report and Activity Log:

Compile a Monthly Seismograph Data and Data Summary Report containing the data from the seismograph and a summarization of the data showing time and magnitude of the maximum vibration that has occurred each day.

Maintain an activity log of all construction activities within 200 feet (61 meters) of the seismograph. Include the following data in each log:

Location of construction activity

Type of construction activity

Types and number of construction equipment being used, including model, manufacture and weight.

Date and times construction equipment was used.

Submit Monthly Seismograph Data Summary Report and Activity Log to the Engineer on a monthly basis.

B. Preconstruction Crack Survey

Complete a preconstruction crack survey on the outside and inside of all buildings located along the project. Document building conditions by taking photographs and detailed notes citing location, length and width of cracks. Compile documentation into a Preconstruction Crack Survey Report and submit to the Engineer.

C. Building Monitoring

Monitor buildings during construction for any new cracks and or elongation or widening of existing cracks. Provide a report of building conditions to the Engineer regarding cracks or any other damage potentially caused by construction activities as complaints are received. Crack observation, including record of crack gauges and pictorial documentation, and survey of monitoring points shall be taken within 24 hours after a seismograph alarm is triggered.

Establish up to three (3) survey monitoring points as identified by Property Owner using a PK Nail or similar in building foundation corner.

D. Post Construction Crack Survey

Complete a post construction crack survey on the outside and inside of all buildings located along the project. Document building conditions by taking photographs and detailed notes citing condition of cracks or damage identified in the pre-construction survey; also, location, length and width of cracks or any other damage potentially caused by construction activities and immediately (within 24 hours) after a seismograph alarm is triggered

154.4 Measurement

The Work under this Contract Item is not measured separately for payment.

154.5 Payment

This Contract Item completed and accepted will be paid for at the Lump Sum Price bid. Payment will be full compensation for furnishing and installing the seismograph(s) and crack gauges, for monitoring and reporting vibration data recorded on the seismograph(s) and crack gauges, and completing crack survey and documenting building conditions and providing copies of all data to the Engineer in accordance with this specification. Seismographs, crack gauges and all other measuring equipment and devices will remain property of the Contractor.

Payment will be made under:

Item No. 154	Construction Vibration Monitoring	Per Lump Sum
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MIDTOWN ALLIANCE

SPECIAL PROVISION

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENTS

Section 999 – Color-Safe Pavement Markings

Section 999 – Miscellaneous Concrete

999.1 General Description

This Work includes installing green colored methyl methacrylate (MMA) in accordance with this provision and in conformity with the details and locations denoted in the plans. The product shall be a machine or hand applied, high friction, multi-purpose surface treatment suitable for application on asphalt or concrete pavements. The Work shall include, but is not limited to, the following components:

- A. Green Color-Safe Pavement Marking W/Anti-Skid Surfacing

999.1.03 Submittals

- A. Submit description of the type and composition of paint.
- B. Submit description of the material composition and physical properties with the manufacturer's installation and surface preparation procedures.

999.1.04 Quality Assurance

- A. Pavement cleaning equipment: Capable of efficiently cleaning without damage to the pavement.
- B. Source Quality Control: Perform abrasion Test or submit acceptable test results.

999.2 Materials

GREEN COLOR-SAFE PAVEMENT MARKINGS WITH ANTI-SKID SURFACING:

- A. The green color-safe pavement markings with anti-skid surfacing shall be in accordance with the materials, application, installation, and warranties, or an accepted equivalent, in color and quality and durability of materials to the following list of acceptable products:

1. Color-Safe®
Manufacturer:
Transpo Industries, Inc.
20 Jones Street
New Rochelle, NY 10801
(914) 363-1000
Email: info@transpo.com
www.Transpo.com
2. Cycle Grip MMAX® Colored Lane Treatment
Manufacturer:
Ennis Flint, Inc.
4161 Piedmont Parkway
Suite 370
Greensboro, NC 27410
1-800-331-8118
Email: sales@ennisflint.com
www.ennisflintamericas.com
3. TRAFFICGRIP High Friction Surfacing Treatment

Manufacturer:
Traffic Calming USA
631 Highway 61 SE
Cartersville, GA 30120
(770) 504-4044
Email: info@trafficalmingusa.com
www.trafficalmingusa.com

999.3 Construction Requirements

999.3.03 Preparation

Examine surfaces on which pavement markings will be applied for conditions which would adversely affect the application of pavement markings and the permanence and quality of the work.

Before applying MMA pavement markings, all placement operations for the surface to be coated shall be completed and the surface shall have had a minimum of 30 days to cure. All work shall be performed by experienced workmen familiar with this work and with the materials specified.

999.3.05 Construction

Apply MMA red colored lane treatment and green color-safe pavement markings with anti-skid surfacing in accordance with manufacturer details.

999.4 Measurement

Measurement will be made by the square foot of Concrete Walk – Special installed as part of the project.

999.5 Payment

This work will be paid for at Contract Unit Price per square yard of Green Color-Safe Pavement Marking W/Anti-Skid Surfacing. Such payment will be full compensation for furnishing all material including surface preparation, pre-marking, furnishing, installing, quality control tests, labor, material, equipment, handling, placing, and any incidentals to complete the work.

Payment will be paid under:

Item No. 441 Green Color-Safe Pavement Marking W/Anti-Skid Surfacing _____ per
Square Yard

SECTION 02302**GRANITE CURB****PART 1 - GENERAL**

1.01 SCOPE

Furnish and set granite curb where shown on the drawings.

1.02 SUBMITTALS

Submittals shall be made in accordance with requirements of General Conditions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use granite curbing that meets the requirements of GDOT Subsection 805.2.02.
- B. Ensure that curbing with dressed surfaces is free from drill marks or other artificial blemishes.
- C. All granite curbing must be approved by the Engineer before unloading.

2.02 FINISH TYPE LOCATIONS

- A. **Curbing with paved surface (sidewalk and driveway) on the backside** shall be GDOT Type A curb that meets these requirements from GDOT Subsection 805.2.02:
 - a. Curb thickness and height as shown on the plans.
 - i. *If not shown on plans the dimension shall be 5-inches thick and 17-inches deep.*
 - b. Cut in lengths of not less than 5-feet nor more than 10-feet.
 - c. Tops dressed (saw-cut) to an even, flat surface for the full length.
 - i. *Slip resistance at top of curb: minimum 0.60 coefficient of friction when wet*
 - d. Have straight, even edges.
 - e. Top sloped ¼ in. from back to front.
 - f. Have squared ends to permit joints to be constructed not more than ½-inch wide for the full depth of the curb.
 - g. Backface hand-dressed at least 4-inches below that part of the back that will be exposed.
 - i. *Not required.*
 - h. Front face hand-dressed to a depth of 1-inches below the indicated elevation of the base course, pavement, or gutter.
 - i. *Minimum depth shall be 7-inches.*

- i. Have ends of circular curb sections cut along radial lines to permit joints to be constructed not more than ½-inch wide.
 - j. Circular curb conforms accurately to the required radius.
 - k. Dressed surfaces do not contain projections or depressions more than 3/8-inch from the plane surface of the curb
- B. Curbing for special or unique application** called out on the drawings shall be GDOT Type B curb that meets these requirements from GDOT Subsection 805.2.02:
- a. Dimensions shall be 5-inches thick, 17-inches deep, and 5-feet long, unless otherwise specified.
 - b. Front face to have a top margin draught with a smooth face 10-inches deep.
 - c. Have a smooth face (Note: A quarry face may be considered a smooth face if free from holes and all bumps exceeding allowed tolerances are pointed level).
 - d. Tops of curbs present even, smooth faces for the full length.
 - i. *Slip resistance at top of curb: minimum 0.60 coefficient of friction when wet*
 - e. Have squared joints that when abutted with adjacent sections, present no crack or joint exceeding ½-inch in width.
 - f. Have ends of circular curb sections cut along radial lines to permit joints to be constructed not more than ½-inch wide.
 - g. Circular curb conforms accurately to the required radius
- C. Curbing with landscaping on the backside** shall be COA Type C curb that meets these requirements of GDOT Type A with these revisions.
- a. No change.
 - b. No change.
 - c. Tops hand-dressed for the full length.
 - i. *Slip resistance at top of curb: minimum 0.60 coefficient of friction when wet*
 - d. No change.
 - e. No change.
 - f. No change.
 - g. Backface hand-dressed at least 4-inches.
 - h. No change.
 - i. No change.
 - j. No change.
 - k. No change.

PART 3 - EXECUTION**3.01 PREPARE AND EXCAVATE THE FOUNDATION AS FOLLOWS:**

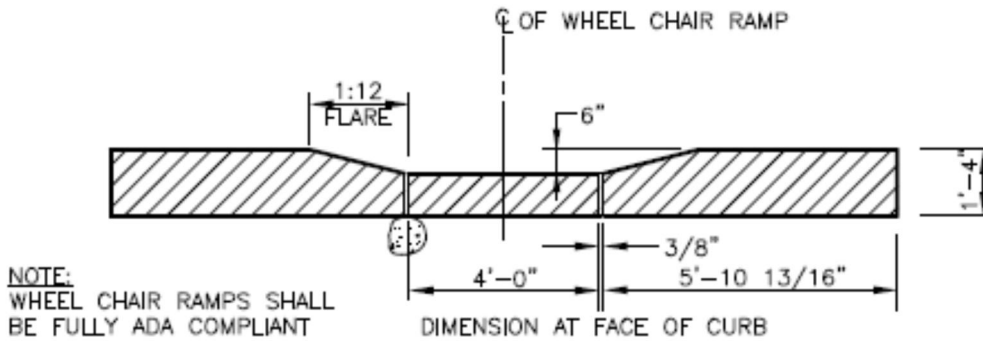
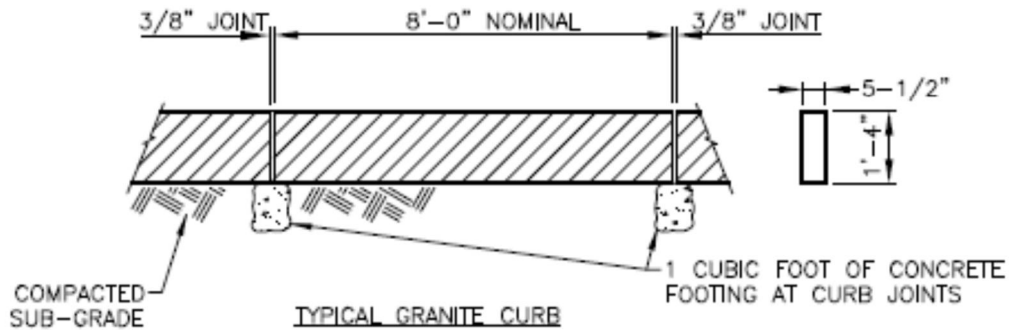
- A. Thoroughly tamp the bottom of the trench.
- B. Remove soft or yielding material to the depth ordered by the Engineer.
- C. Refill the trench with Graded Aggregate Base (GAB) and tamp the material in 4-inches layers or less.
- D. Place the granite curb on a dry, firm foundation
- E. Curb shall be set with close joints.

3.02 SETTING THE CURB

- A. Set the curb true to line and grade and closely fit the adjacent sections as follows:
- B. Thoroughly ram and maul the curbing into place.
- C. Immediately after setting the curb, place and compact the backfilling in 4-inches layers or less. Use backfill material shall be GAB.
- D. When setting the curb on a fill or placing more than 6-inches of the curb above the surrounding ground, protect the curb by placing at least an 18-inches wide bank of dirt or GAB behind its level with the top of the curb.
- E. Divert the water away from the trench on steep grades or wherever there is a danger of water getting into the trench.
- F. Lower the curb for driveways and alleys shown on COA Standard Driveway Detail COA TR-B_DR005.
- G. Provide weep holes and drainage openings as indicated on the plans.

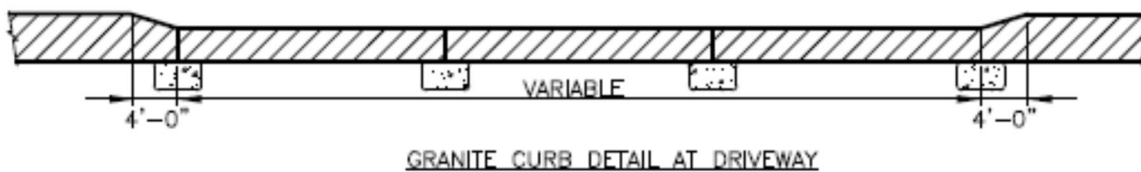
NOTE:
GRADE A GRANITE CURB
SPLIT FACE, AND SAWED
TOP

See Section 02302 Granite Curbing for
revisions for the Type A, Type C,
Dimensions, Joints, Bedding, Installation,
and Acceptances.



NOTE:
WHEEL CHAIR RAMPS SHALL
BE FULLY ADA COMPLIANT

Flares may be
separate 5-foot curb
for both ADA and Driveway.



THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

	STANDARD DETAILS	REV. DATE: SEPT 2011
	GRANITE CURB AT DRIVEWAY	ORIG. DATE: NOV 2004 SCALE: N.T.S.
		DETAIL NO. TR-B_CG002

+++ END OF SECTION +++

SECTION 02371

GREEN INFRASTRUCTURE GEOTEXTILES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section includes furnishing and installation of geotextile for layer separation and filtration in stormwater quality facilities including subsurface drainage and infiltration features as indicated on the Drawings. This section does not include geotextiles for subgrade stabilization.

1.02 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO):
 - 1. AASHTO M288, Geotextile Specification for Highway Applications
- B. ASTM International:
 - 1. ASTM D 4354, Standard Practice for Sampling of Geosynthetics for Testing
 - 2. ASTM D 4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus
 - 3. ASTM D 4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity
 - 4. ASTM D 4533, Standard Test Method for Trapezoid Tearing Strength of Geotextiles
 - 5. ASTM D 4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
 - 6. ASTM D 4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile
 - 7. ASTM D 4873, Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples
 - 8. ASTM D 6241, Standard Test Method for the Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of the Contract Documents.
- B. Submit the following for review and approval prior to shipment of geotextile products to the Site:

1. Manufacturers' descriptive documentation (including material properties sheets) for each product.
 2. Sample of each geotextile product.
- C. Submit the following for review and approval at time of shipment of each product:
1. The manufacturers' quality control certifications (including results of source quality control testing of the products as specified in subsection 2.01) to verify that the materials supplied for the project are in compliance with all product specifications in this Section. The certifications shall be signed by a responsible party employed by the manufacturer, such as the QA/QC Manager, Production Manager, or Technical Services Manager. Certifications shall include lot and roll numbers, and corresponding shipping information.

1.04 QUALITY ASSURANCE

- A. Installer's Qualifications: The geotextile installer shall have successfully installed at least 5,000 square feet of geotextile in a similar application on at least two separate projects.
- B. Manufacturer's Qualifications: The manufacturer(s) shall have at least five years experience in the manufacture of geotextiles of the type specified.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Product rolls shall be marked or tagged with manufacturer's name, product identification, lot number, roll number, and roll dimensions.
- B. Procedures for storage and handling of geotextile shall conform to ASTM D 4873 and the manufacturer recommendations, including the following:
 1. Continuously and uniformly support rolls on a prepared surface elevated above grade away from traffic areas. Cover rolls with tarp for protection from sun, dirt and other deleterious conditions if the protective wrap around the geotextile is damaged.
 2. No hooks, tongs, or other sharp instruments shall be used for handling the geotextile. Geotextile rolls shall not be lifted by use of cables or chains in contact with the products.
- C. Geotextile shall be inspected upon delivery and during installation. Geotextile that is damaged by the Contractor to the extent that it is no longer usable shall be removed from the Site and replaced with new material.

PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Quality control testing of each geotextile product shall be performed by the manufacturer prior to shipment in accordance with ASTM D 4354.
- B. For manufacturer’s quality control testing of each geotextile product, the sample average test results (weaker principle direction for mechanical tests) for a particular property for any individual roll tested within a lot designated as first quality shall meet or exceed the Minimum Average Roll Value indicated in the manufacturer’s certification.

2.02 GEOTEXTILE PRODUCTS

- A. All geotextile products shall be resistant to ultraviolet degradation and biological and chemical environments normally found in soils.
- B. Geotextile to be installed as separation geotextile (such as in subsurface drainage trenches, and between aggregate and soil at other indicated locations) shall be a continuous filament polypropylene nonwoven needle-punched fabric, Survivability Class 1 (as defined in AASHTO M 288), meeting or exceeding the following specifications:

Property	Test Method	Test Value ⁽¹⁾
Grab Tensile Strength	ASTM D 4632	202 lb
Grab Tensile Elongation	ASTM D 4632	50 %
Trapezoid Tear Strength	ASTM D 4533	79 lb
Puncture (CBR) Strength	ASTM D 6241	433 lb
Permittivity ⁽²⁾	ASTM D 4491	__ sec ⁻¹
AOS ⁽³⁾	ASTM D 4751	__ mm (max.)
Ultraviolet Resistance (% strength retained at 500 hours)	ASTM D 4355	50 %

Notes:

⁽¹⁾ Minimum Average Roll Value (unless otherwise noted) in weakest principal direction

⁽²⁾ Allowable permittivity is to be specified based on grain size analysis of *in situ* subgrade soils in accordance with AASHTO M288. Default values range from 0.02 to 0.5 sec⁻¹.

⁽³⁾ Allowable apparent opening size (AOS) is to be specified based on grain size analysis of *in situ* subgrade soils in accordance with AASHTO M288. Default values range from 0.22 to 0.60 mm.

- C. Geotextile to be installed for subgrade stabilization or for use as part of a permeable pavement system shall be specified as part of the pavement section design.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare subgrade for geotextile as specified in applicable sections and as shown on the Drawings.
- B. Surfaces to receive geotextile shall be free of litter, sharp protrusions, and large stones.

3.02 GEOTEXTILE INSTALLATION

- A. Geotextile shall not be deployed until the required submittals specified in subsection 1.03 are submitted to and approved by the Owner's representative. If the material does not meet project specifications, it shall be removed at no additional cost to the Project.
- B. Geotextile shall be placed where shown on the Drawings, and installed in such a manner that placement of overlying material will not excessively stretch or tear the geotextile. Anchor geotextile as necessary to prevent wind uplift and displacement by other causes.
- C. Place nonwoven geotextile on the prepared sides of trenches and other indicated areas for separation and filtration at the required locations and to the limits indicated on the Drawings.
- D. Overlapping of adjacent panels without seaming will be allowed for installation of geotextile unless otherwise specified. Overlaps of adjacent rolls of geotextile and at the top of gravel backfill shall be approximately one foot.
- E. On curves, the geotextile may be folded or cut to conform to the curves. Folds and overlaps shall be shingled in the direction of construction or downslope, as applicable.
- F. Where indicated, geotextile shall be joined by seaming as specified in the following paragraphs. All seams shall be subject to approval by the Owner's representative.
 - 1. Geotextile required to be seamed shall be overlapped and sewn along the entire length of joints in accordance with manufacturer's recommendations, and sufficient to prevent opening of seams by wind action or soil deployment.
 - 2. Seams shall be continuously sewn, unless otherwise recommended by the manufacturer and approved by the Owner's representative.
 - 3. The minimum distance from the geotextile edge to the stitch line nearest the edge shall be three inches, unless otherwise recommended by the manufacturer.
 - 4. The thread at the end of each seam run shall be tied off to prevent unraveling. Seams shall be on the top side of the geotextile to allow inspection.
 - 5. Discontinuities over six inches in length shall be sewn with an extra line of stitching, with 18 inches of stitch overlap.
- G. Bury the upper edges of geotextile a minimum of six inches below grade at outer edges of installed material.

3.03 PLACEMENT OF COVER MATERIALS

- A. Cover geotextile as soon as possible after installation and approval. Installed geotextile shall not be left exposed for more than 7 days.
- B. At no time, shall construction equipment come into direct contact with the installed geotextile. Damage to geotextile shall be repaired as specified in subsection 3.04 prior to placement of cover material.
- C. Place the required cover material specified in other sections and to the thickness and limits indicated on the Drawings.
- D. At least a 12-inch thick layer of cover material shall be maintained between placement equipment and installed geotextile when spreading the material. Unless otherwise specified, place the material using lightweight tracked equipment which will produce maximum loads not greater than eight pounds per square inch.
- E. Use care in placing the cover material to avoid damaging or displacing geotextile. Any damage to the geotextile caused by the Contractor's activity shall be repaired.

3.04 GEOTEXTILE REPAIR

- A. Holes or tears in the geotextile shall be repaired with a patch of the same material, unless otherwise recommended by the manufacturer and approved by the Owner's representative.
- B. Geotextile patches shall be sized to cover a minimum of two feet beyond the limits of the damaged area in all directions.

END OF SECTION

SECTION 02681

SUBDRAINAGE FOR STORMWATER QUALITY FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section includes construction of subdrainage (underdrain) systems to collect and discharge filtered stormwater runoff in stormwater quality facilities, including installation of piping, drainage stone and other granular materials.
- B. Related Work Specified Elsewhere in the Green Infrastructure Specifications:
 - 1. Section 02371 – Green Infrastructure Geotextiles

1.02 REFERENCES

- A. ASTM International:
 - 1. ASTM D 448, Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 2. ASTM D1785, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
 - 3. ASTM D 2321, Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
 - 4. ASTM D 2466, Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
 - 5. ASTM D 3034, Standard Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings
 - 6. ASTM D 3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
 - 7. ASTM F 477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
 - 8. ASTM F 810, Standard Specification for Smoothwall Polyethylene (PE) Pipe for Use in Drainage and Waste Disposal Absorption Fields
- B. Georgia Department of Transportation (GDOT):
 - 1. “Standard Specifications, Construction of Transportation Systems”, Latest Edition (GDOT Standard Specifications)

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of the Contract Documents.
- B. Submit the following for review and approval prior to shipment of materials to the Site:
 - 1. Manufacturers' documentation indicating conformance with the specifications for underdrain pipe or specified subsurface drainage system components.
 - 2. Certificates and test reports, signed by the material producer of granular materials, indicating that the materials meet or exceed the specifications.

1.04 QUALITY ASSURANCE

- A. Pipe or drainage system manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipe and fittings specified.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Pipe shall be marked with manufacturer's identification symbol, size, date of manufacture, class of pipe and applicable product specification identification number.
- B. During loading, transporting and unloading, exercise care to prevent damage to pipe. All materials shall be inspected upon delivery to the Site. Damaged or defective materials shall be rejected and shall be replaced with new materials at no additional cost to the Project.
- C. Granular materials of different gradations (including drainage stone and choker course) shall be delivered to the Site using clean equipment, and separately stockpiled in areas approved by the Owner's representative. Adequately protect to preserve the materials' fitness and quality.

PART 2 PRODUCTS

2.01 SOURCE QUALITY CONTROL

- A. Proposed materials and sources of supply shall be approved by the Owner's representative as specified, prior to shipment and use of the materials in the construction.
- B. Granular materials shall meet specified gradations and quality prior to placement. All processing shall be completed at the source.

2.02 CHOKER COURSE

- A. Choker course shall consist of aggregate with gradation conforming to size number 8 (nominal 3/8-inch to No. 8 sieve sizes) or size number 89 (nominal 3/8-inch to No. 16 sieve sizes) as defined in ASTM D 448 or Table 880.1 of the GDOT Standard Specifications.

2.03 DRAINAGE STONE

- A. Washed drainage stone to be placed in bioretention areas, bioswales, and other designated stormwater quality facilities shall be washed stone conforming to the quality and gradation requirements for size number 57 coarse aggregate in ASTM D 448 or Section 800.2.01 of the GDOT Standard Specifications. Gradation shall be as summarized in the following table.

Sieve Size	Percent Passing, by Weight
1 1/2 inch	100
1 inch	95 - 100
1/2 inch	25 - 60
No. 4	0 - 10
No. 8	0 - 5

2.04 GEOTEXTILE

- A. Specified in Section 02371.

2.05 UNDERDRAIN PIPE

- A. Underdrain pipe shall be perforated ADS Smoothwall Sewer and Drain pipe (or approved equal) suitable for gravity flow drainage, meeting the requirements of ASTM F 810 and conforming to the following additional requirements.
- B. Pipe shall have a smooth interior and exterior and the pipe joints shall be bell and spigot with the bell ends integrally formed to provide a soil-tight connection.
- C. Pipe material shall be high density polyethylene (HDPE) conforming to the minimum requirements for cell classifications 424410C or E as defined in ASTM D 3350.
- D. Perforation pattern and spacing shall be *[as indicated on the Drawings] [as follows]. [Each perforation shall be [0.2 inch] maximum diameter. Perforations shall be spaced approximately [120 degrees] around the circumference of the pipe and shall be arranged in rows parallel to the axis of the pipe at spacing not greater than [3 inches].]*
- E. Furnish required fittings and connectors for a complete system as shown on the Drawings. A cleanout shall be provided on the upstream ends of the underdrain system. Pipe material shall conform to the requirements of subsection 2.06. The cleanout shall include a 12-inch by 12-inch (or larger) by 3-inch thick minimum thickness concrete pad, unless otherwise indicated on the Drawings.

2.06 NON-PERFORATED PIPING

- A. Non-perforated piping (including upturned “S” piping, cleanouts and outlets) in designated stormwater quality facilities shall conform to one of the following specifications:
 - 1. Polyvinyl chloride (PVC) pipe and fittings conforming to ASTM D 3034, SDR 26. Joints shall conform to ASTM D 3212 with a factory-installed elastomeric gasket conforming to ASTM F 477.
 - 2. Schedule 40 PVC pipe conforming to ASTM D 1785. Fittings shall conform to ASTM D 2466.
- B. Furnish suitable fittings, transition couplings and other accessories as required for a complete installation as indicated on the Drawings. Transition couplings for connection of perforated corrugated polyethylene pipe (with smooth inner liner) to smooth-wall PVC pipe shall include “corrugated pipe couplings” manufactured by Fernco, Inc., or approved equal.

PART 3 EXECUTION

3.01 PREPARATION

- A. Construction of bioretention areas, bioswales and other stormwater quality facilities shall not commence until the proposed facility area is isolated from all contributing drainage areas. Excavate in dry conditions.
- B. Erosion and sediment control measures shall be implemented to protect construction areas. Conform to the requirements indicated on the Drawings and as specified in Section 02125.
- C. Locate and mark existing utilities, underground structures, and above ground obstructions before beginning installation and avoid disruption and damage of services.
- D. Excavate to the required dimensions, side slopes and depths shown on the Drawings or as otherwise approved by the Owner’s representative. Exposed subgrade soils at bottom of excavation shall not be compacted. Low ground pressure equipment shall be used for excavation.
- E. Excavated materials shall be removed from the construction areas and placed in other locations on the Site, if needed, or off-site where approved by the Owner’s representative.
- F. Prior to placement of choker course, drainage stone, other granular materials, and underdrain piping, the bottom of the excavation shall be dry and scarified (by raking, disking or tilling) to a minimum depth of six inches.

3.02 GEOTEXTILE INSTALLATION

- A. Place geotextile on exposed excavated side slopes or other locations where indicated on the Drawings prior to placement of granular materials and engineered soil mix (as applicable) and as specified in Section 02371.

3.03 INSTALLATION OF GRANULAR MATERIALS

- A. Place and uniformly grade specified gradations of granular materials in sequential layers to the thicknesses and limits indicated on the Drawings. Level and contour surface of each layer to required elevations.
- B. Coordinate placement of granular materials with installation of geotextile and underdrain piping.

3.04 PIPE INSTALLATION

- A. Examine pipe and fittings before installation and assure no defective materials are incorporated. Keep inside of pipes and fittings free of dirt and debris.
- B. Install piping beginning at low points of the system, true to grades and alignment indicated, with continuous slope.
- C. Lay perforated underdrain piping on uniformly graded materials for entire length of alignment at the required locations and lengths. Installation shall be in accordance with ASTM D 2321.
- D. Install fittings and observation features as shown on the Drawings.
- E. Install non-perforated outlet pipes and valves (as applicable) at the required locations and orientation as indicated on the Drawings.
- F. Pipe and fittings shall be joined in accordance with manufacturers' recommendations and reference standards. Non-perforated pipe connections shall be watertight.
- G. Whenever pipe laying is not actively in progress, the open ends of the piping shall be closed by a temporary plug or cap to prevent soil and other foreign matter from entering the piping.
- H. For connections to storm drainage system, comply with requirements for applicable City of Atlanta Storm Sewer Specifications and as indicated on Drawings.

3.05 FIELD QUALITY CONTROL

- A. Tests and Inspections: After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling.
- B. Remove obstructions, replace damaged components, and repeat test until free flow of system is achieved.
- C. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses.

3.06 BACKFILLING

- A. Place drainage stone around and over perforated piping as indicated on the Drawings up to required elevation or depth in each area.
- B. Place soil backfill around and over non-perforated pipe in layers not exceeding six inches loose thickness up to finish grade. Each layer shall be thoroughly compacted using manually guided compaction equipment.
- C. Placement and compaction of drainage stone and other backfill materials shall be performed in a manner that will not damage the pipe. Pipe that is damaged shall be replaced at no additional cost to the Project.

3.07 MAINTENANCE AND PROTECTION

- A. Prior to the Owner's final acceptance of the Work, Contractor shall perform maintenance and protection of the construction as specified in this Section. In addition, for the one year warranty period, Contractor shall correct or remove and replace defective work as approved by the Owner's representative in accordance with the terms of the Contract.

END OF SECTION

SECTION 02682

PRETREATMENT FOR STORMWATER QUALITY FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section includes construction of pretreatment measures that are designed to provide energy dissipation and filter out debris from surface runoff prior to flowing into stormwater quality facilities. Pretreatment measures included in this specification:
 - 1. Grass (vegetated) filter strips
 - 2. Sediment forebays
 - 3. Depressed curb inlets
 - 4. River cobble flume
 - 5. Gravel verges
 - 6. Sediment trap sump
- B. Related Work Specified Elsewhere in the Existing COA DWM Specifications:
 - 1. Section 02125 – Temporary and Permanent Erosion and Sedimentation Control
 - 2. Section 02200 – Earthwork
 - 3. Section 02933 – Seeding and Sodding
 - 4. Division 03 Specifications: For concrete construction
- C. Related Work Specified Elsewhere in the GI Infrastructure Specifications:
 - 1. Section 02371 – GI Geotextiles
 - 2. Section 02934 – Native Plug Planting

1.02 REFERENCES

- A. Georgia Department of Transportation (GDOT):
 - 1. “Standard Specifications, Construction of Transportation Systems”, Latest Edition (GDOT Standard Specifications)

1.04 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of the Contract Documents.
- B. Submit the following for review and approval prior to shipment of materials to the Site:
 - 1. Shop Drawings for structures, showing plans, sections and details.

2. Manufacturer's data (including product data sheets and test results) from manufacturers or suppliers for proposed materials showing compliance with the Specifications.

1.05 QUALITY ASSURANCE

- A. Comply with the requirements of governmental authorities having jurisdiction.

1.06 SEQUENCING AND SCHEDULING

- A. Coordinate construction of pretreatment measures with associated work specified in other sections.

PART 2 PRODUCTS

2.01 VEGETATION MATERIALS

- A. Vegetation for filter strips shall consist of turf grass seed or sod conforming to the requirements of Section 02933. Grass species shall be as specified in Section 02933 or as otherwise indicated on the Drawings.
- B. Topsoil (if required), fertilizer and liming materials, and mulch for turf grass shall conform to the requirements of Section 02933.
- C. Vegetation for sediment forebays shall consist of *[native plug plantings]* as indicated on the Drawings and conforming to the requirements of Section *[02934]*.

2.02 CONCRETE

- A. Concrete formwork, reinforcement, concrete materials and mix design for curb inlets, splash pads and other concrete structures shall conform to the applicable requirements of Division 3 Specifications. Unless otherwise specified, minimum compressive strength of concrete shall be 3,000 psi.

2.03 RIPRAP

- A. Riprap shall consist of hard, angular shaped stone complying with the quality requirements of Section 805.2.01 of the GDOT Standard Specifications. Gradation shall be as indicated on the Drawings.

2.04 RIVER COBBLES

- A. River cobbles shall be locally available smooth water-washed river rock ranging in size from approximately 3-inch to 8-inch diameter, unless otherwise specified or indicated on the Drawings.

2.05 SEDIMENT TRAP SUMP

- A. Sediment trap sump assembly shall include influent and effluent piping and sump structure.

- B. Prefabricated sediment trap sump shall *[be constructed of precast concrete, thermoplastic materials or composite materials and] [conform to the following specifications]:*
1. *[Insert material specifications]*
 2. Sump shall be fabricated to the dimensions indicated on the Drawings, and shall include a removable grate or cover and openings for pipe penetrations. Design load capacity shall be as determined by the Designer for the site conditions and as indicated on the Drawings.
 3. Sump shall be sized to provide one cubic foot of storage for every 100 square feet of drainage area.
- C. Piping shall be *[insert material specifications]*

PART 3 EXECUTION

3.01 PREPARATION

- A. Establish required dimensions and elevations for pretreatment facility construction.
- B. Erosion and sediment control measures shall be implemented to protect construction areas. Conform to the requirements indicated on the Drawings and as specified in Section 02125.
- C. Excavate and grade existing materials as required for construction of the facilities in accordance with applicable requirements of Section 02200 and other specification sections.

3.02 VEGETATED FILTER STRIP CONSTRUCTION

- A. Vegetated filter strips shall be located immediately adjacent to stormwater quality facilities. Each filter strip shall be 10 feet wide minimum or the width of the receiving stormwater quality facility, whichever is greater. Length (dimension parallel to the receiving facility) shall be as required based on site conditions, facility layout and selected practices.
- B. Grade existing soils to provide a uniform slope toward the stormwater quality facility. Slope shall range from 2 to 10 percent, or as indicated on the Drawings. Surface shall not be compacted. Grading must facilitate sheet flow across filter strip. Surface grades that allow concentrated flow across filter strip will not be accepted.
- C. Coordinate filter strip construction with adjacent stormwater quality facility and additional pretreatment and energy dissipation measures to provide required control of erosion and other protection of the filter strips.
- D. Completed graded surfaces shall be stabilized with approved permanent turf grass and mulch (including soil amendments and topsoil as required) as specified in Section 02933.

3.03 SEDIMENT FOREBAY CONSTRUCTION

- A. Sediment forebays shall be constructed where concentrated flow is directed to a stormwater quality facility through curb turnouts or pipe outlets.
- B. Sediment forebays shall be constructed as indicated on the Drawings and specified below.
 - 1. Each forebay shall be sized to contain 0.1 inch of runoff per impervious acre of contributing drainage. The forebay storage volume counts toward the total water quality storage requirements.
 - 2. Exit velocities from the forebay shall be non-erosive.
 - 3. Direct maintenance access for appropriate equipment shall be provided to the forebay.
 - 4. A fixed vertical sediment depth marker shall be installed in the forebay to measure sediment deposition over time.
 - 5. Sediment removal in forebay shall occur when 50 percent of the total capacity has been lost.
- C. Coordinate sediment forebay construction with adjacent stormwater quality facility and additional pretreatment and energy dissipation measures to provide required control of erosion and other protection of the forebays.
- D. If indicated on the Drawings, the bottom of the forebay shall be lined with concrete, paver blocks or other approved hard materials to facilitate removal of sediment.
- E. Side slopes and top of slopes (not including inflow areas and overflow spillway) shall be armored with stone or other hard material, or stabilized with approved vegetation as indicated on the Drawings and specified in Section 02933.
- F. A stabilized overflow spillway (lined with concrete, riprap or other approved armoring materials) shall be constructed where water flows between each forebay and adjacent stormwater quality facility.
- G. Install vertical sediment depth markers in forebays as indicated on the Drawings.

3.04 DEPRESSED CURB INLET CONSTRUCTION

- A. Depressed curb inlets shall consist of curb openings and adjacent splash pads as shown on the Drawings. Horizontal surface (gutter) of curb openings shall be constructed of concrete to match adjacent curb and gutter. Splash pads shall be constructed of either concrete or river cobble as indicated.
- B. Design criteria include the following (unless otherwise determined by the Designer):
 - 1. Size depressed curb inlets to accommodate design flows in accordance with COA Post-Development Stormwater Management Requirements.

2. Depth of drop from curb opening shall be as shown on the typical details.
 3. A 2 foot by 3.5 foot section of pavement adjacent to the Curb Inlet shall be tapered to provide a lowered flow line as shown on the typical details.
- C. Coordinate construction of depressed curb inlets with adjacent stormwater quality facility and additional pretreatment and energy dissipation measures to provide required control of erosion and other protection of the facilities.
 - D. Conform to the applicable requirements of Division 3 Specifications for concrete construction and as indicated on the Drawings.
 - E. Place river cobble as specified in subsection 3.05.

3.05 RIVER COBBLE FLUME CONSTRUCTION

- A. River cobble flumes shall consist of river cobbles embedded in a concrete slab and an adjacent ungrouted river cobble level spreader underlain with separation geotextile as shown on the Drawings. Horizontal surface (gutter) of curb openings shall be constructed of concrete to match adjacent curb and gutter.
- B. Construct concrete slab to the dimensions indicated on the Drawings. Unless otherwise determined by the Designer, the river cobble flume shall be 6 inches thick, a minimum of 18 inches in length, and width (dimension parallel to the receiving facility) as determined by the Designer and indicated on the Drawings.
- C. Concrete construction shall conform to the applicable requirements of Division 03 Specifications, except river cobbles shall be embedded into the surface of the concrete as follows:
 1. Prior to the concrete placing operation, all select cobbles shall be washed so that they are free of soil and other foreign particles. The cobbles shall be in a damp condition at the time of placement. There shall be sufficient cobbles on hand to complete placement once it has commenced.
 2. The cobble placement operation shall start immediately after the placement of concrete. Uniformly place cobbles by suitable means so that the entire surface is covered with one layer of cobbles. Embed the cobbles partially into the concrete surface as necessary to prevent dislodgement after concrete curing. Do not over-embed and deform the concrete surface.
 3. Remove excess concrete with suitable brushes and fine water spray as needed.
- D. For ungrouted river cobble level spreader, install separation geotextile over prepared subgrade as specified in Section 02371. Place river cobbles to a minimum depth of 12 inches as shown on the Drawings. Size of river cobbles for level spreader shall be 3-inch maximum.

3.06 UNGROUTED GRAVEL VERGE CONSTRUCTION

- A. Gravel verge consists of ungrouted gravel (ASTM number 57 aggregate) installed over geotextile in a trench running alongside surface contributing stormwater drainage. Unless combined with other energy dissipation or pretreatment structures, the ungrouted gravel verge is only for use with sheet drainage.
- B. Excavate trench to approximately 3-inch depth and 18-inch width.
- C. Install separation geotextile in trench as specified in Section 02371. Place gravel to the full depth of trench up to adjacent ground surface as shown on the Drawings.

3.07 INSTALLATION OF SEDIMENT TRAP SUMP

- A. Excavate and prepare subgrade for sump installation. Subgrade shall be compacted or undisturbed and suitable for sump as determined by the Engineer.
- B. Install sediment trap sump on prepared subgrade at the required location, elevation and orientation. Bottom of sump shall be level. Top of grate or cover shall match existing or finish grade (as applicable).
- C. Connect piping to sump using transition fittings or couplings as recommended by the manufacturer to provide a watertight connection.
- D. Place suitable backfill material around sump and over piping up to required elevation. Place and compact backfill using methods that will not dislodge or damage sump and piping. Finish surface as indicated.

3.08 MAINTENANCE AND PROTECTION

- A. Prior to the Owner's final acceptance of the Work, Contractor shall perform maintenance and protection of the construction as specified in this Section. In addition, for the one year warranty period, Contractor shall correct or remove and replace defective work as approved by the Owner's representative in accordance with the terms of the Contract.
- B. Remove construction debris and protect areas from erosion and other damage until completion of the Project.
- C. Damage to the constructed areas shall be fully repaired as approved by the Owner's representative.

END OF SECTION

SECTION 02683

SUBSURFACE INFILTRATION FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section includes construction of subsurface infiltration facilities for the interception, temporary storage and infiltration of stormwater runoff from impervious areas directed to the facilities through inlets, roof leaders, pretreatment systems, or other directly piped connections. Subsurface infiltration facilities include modified French drains, dry wells, subsurface stone galleries, and proprietary manufactured products.
- B. Related Work Specified Elsewhere in the Existing COA DWM Specifications:
 - 1. Section 02125 – Temporary and Permanent Erosion and Sedimentation Control
 - 2. Section 02200 – Earthwork
 - 3. Division 03 Specifications: For concrete construction
- C. Related Work Specified Elsewhere in the Green Infrastructure Specifications:
 - 1. Section 02371 – Green Infrastructure Geotextiles
 - 2. Section 02681 – Subdrainage for Stormwater Quality Facilities
 - 3. Section 02922 – Amended Soil and Mulch

1.02 SYSTEM DESCRIPTION

- A. Modified French drains (MFD) shall consist of perforated piping installed in shallow excavated trenches filled with washed drainage stone, surrounded by geotextile, and covered with soil. MFD components shall conform to the Green Infrastructure typical detail for “Infiltration Trench”, with the exception that the surface layer shall conform to the topsoil specifications in Section 02922.
- B. Dry wells shall consist of seepage tanks set in the ground and surrounded with washed drainage stone and geotextile (on sides and bottom only). Alternately, water can flow into a pit filled with washed stone via a perforated pipe with a perforated standpipe in place of the tank.
- C. Subsurface stone galleries shall consist of excavated pits filled with washed drainage stone, surrounded by geotextile (on sides and bottom only), covered with soil, and include influent piping
- D. Open-bottom chamber products or other proprietary manufactured systems shall be furnished for subsurface infiltration facilities if indicated on the Drawings. The systems shall meet structural requirements for minimum cover, overburden support, and live loads for anticipated surface use without compacting subsoils. Additional drainage stone may be required for structural support if indicated on the Drawings.
- E. Subsurface infiltration facilities shall all include overflow mechanisms such as surcharge pipes or connections to larger infiltration areas. These are designed to adequately convey discharges from major storm events to the downstream drainage system.

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of the Contract Documents.
- B. Submit the following for review and approval prior to shipment of materials to the Site.
 - 1. Manufacturers' documentation indicating conformance with the specifications for perforated and non-perforated pipe and fittings.
 - 2. Certificates and test reports, signed by the material producers of drainage stone and choker course, indicating that the materials meet or exceed the specifications.
 - 3. Geotextile product certification as specified in Section 02371.
 - 4. Manufacturers' documentation (including product data sheets and specifications) for precast reinforced concrete and other proprietary manufactured systems to be furnished, indicating the systems can meet design runoff reduction volume (RRv) for the Site and other specified design criteria.
 - 5. Shop drawings showing fabrication and construction details for proprietary manufactured systems.
- C. Submit the following at completion of the Work:
 - 1. Field Quality Control: Submit test reports and inspection reports (as applicable)

1.04 QUALITY ASSURANCE

- A. Comply with the requirements of governmental authorities having jurisdiction.

1.05 DELIVERY, STORAGE AND HANDLING

- A. All manufactured products shall be inspected upon delivery to the Site. Damaged or defective materials shall be rejected or repaired as approved by the Owner's representative.
- B. Conform to manufacturer's recommendations for handling and storage of products.
- C. Granular materials of different gradations shall be delivered to the Site using clean equipment, and separately stockpiled in areas approved by the Owner's representative. Adequately protect to preserve the materials' fitness and quality.

1.06 PROJECT CONDITIONS

- A. The Contractor is solely responsible for excavation slope stability. Excavation work shall be in compliance with applicable local, state and federal regulations (including OSHA).
- B. Work shall be performed in a manner that does not damage or disturb existing utilities, structures, vegetation, and other site features not indicated to be removed.

1.07 SEQUENCING AND SCHEDULING

- A. Coordinate subsurface infiltration facility construction with associated work specified in other sections.

PART 2 PRODUCTS

2.01 CHOKER COURSE AND DRAINAGE STONE

- A. Choker course material and washed drainage stone shall conform to the material specifications in Section 02681.

2.02 SPECIAL GRANULAR BEDDING AND BACKFILL

- A. Granular bedding and backfill for open-bottom chamber products and other proprietary manufactured systems shall conform to the manufacturer's recommendations.

2.03 GEOTEXTILE

- A. Specified in Section 02371.

2.04 PIPING

- A. Perforated and non-perforated piping shall conform to the applicable specifications in Section 02681.
- B. Furnish required fittings (including tees, elbows and caps) to provide a complete installation.

2.05 CHECK DAMS

- A. Check dams shall be constructed of concrete, stone, or other approved materials. Stone check dams shall conform to COA Standard Detail ER-G CD001.
- B. Concrete structures shall be cast-in-place or precast reinforced concrete constructed to the dimensions indicated on the Drawings. Unless otherwise specified, minimum compressive strength of concrete shall be 3000 psi.
- C. Concrete formwork, reinforcement, concrete materials and mix design, and accessories shall conform to the applicable requirements of Division 03 Specifications.

2.06 PROPRIETARY MANUFACTURED SYSTEMS

- A. Furnish open-bottom chamber products, dry well structures and other pre-fabricated or field assembled manufactured systems as indicated on the Drawings.
- B. Manufactured systems shall meet the following requirements:
 - 1. Manufactured products shall be designed and fabricated by the manufacturer for the anticipated loading and burial conditions as indicated on the Drawings.
 - 2. Furnish systems constructed of high density polyethylene (HDPE) or other materials as indicated on the Drawings and approved by the Owner's representative. Sizes and numbers of structures shall be as indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Establish required dimensions and elevations for subsurface infiltration facility construction.
- B. Erosion and sediment control measures shall be implemented to protect construction areas. Conform to the requirements indicated on the Drawings and as specified in Section 02125.

3.02 EARTHWORK

- A. Excavate in accordance with the applicable requirements of Section 02200 as modified in this Section. Excavate to the required dimensions, side slopes and depths shown on the Drawings. Exposed subgrade soils at bottom of excavation shall not be compacted. Low ground pressure equipment shall be used for excavation. Bottom of the excavation shall be flat or gently sloping toward the downstream end (if applicable).
- B. Prior to placement of choker course (if applicable) and drainage stone, bottom of the excavations shall be scarified (by raking, disking or tilling) to a minimum depth of six inches.
- C. Conform to manufacturer's recommendations for excavation and preparation of subgrade for installation or construction of open-bottom chamber products and other proprietary manufactured systems.
- D. Excavated materials shall be removed from the construction areas and placed in other locations on the site or off-site where approved by the Owner's representative.

3.03 GEOTEXTILE INSTALLATION

- A. Place geotextile on exposed excavated side slopes where indicated on the Drawings prior to placement of drainage stone as specified in Section 02371.
- B. Provide pipe penetrations through geotextile in accordance with the manufacturer's recommendations to provide a soiltight seal.

3.04 INSTALLATION OF DRAINAGE STONE

- A. Place drainage stone in excavations to the horizontal limits of the excavations. Total depth of drainage stone shall be as indicated on the Drawings.
- B. For required total depths up to 12 inches, place drainage stone in a single lift.
- C. For required total depths greater than 12 inches, place drainage stone in lifts of equal thickness, with no compacted lift more than 12 inches thick or less than 3 inches thick.
- D. Lightly compact drainage stone by tamping with the bucket of placement equipment or using manually guided compaction equipment such as vibratory plate compactors.
- E. Coordinate placement of drainage stone with installation of geotextile, piping and structures.
- F. Protect stone storage section from adjacent runoff during construction to avoid clogging of system.

3.05 INSTALLATION OF MANUFACTURED SYSTEMS

- A. Install products at the required elevations, orientation and location as indicated on the Drawings. Bottom of structures shall be leveled and properly stabilized on subgrade or prepared granular base.
- B. Conform to manufacturer's recommendations for construction of the systems, including placement and assembling of joints, pipe penetrations and other details for a complete system.
- C. Place drainage stone or other specified granular backfill around and over installed structures in uniform layers.
- D. Systems shall be tested prior to completion of construction as recommended by the manufacturer.

3.06 PIPE INSTALLATION

- A. Examine pipe and fittings before installation and assure no defective materials are incorporated. Keep inside of pipes and fittings free of dirt and debris.
- B. Lay perforated piping in drainage stone at the required locations, alignment and elevations as indicated on the Drawings. Connect to structures (if applicable), adjacent piping and other facilities as indicated.
- C. For modified French drains, perforated pipe shall be sloped between 0.5 and 6 percent, unless otherwise indicated.
- D. Install non-perforated outlet pipes, standpipes and cleanouts, as applicable, at the required locations and orientation as indicated on the Drawings.
- E. Pipe and fittings shall be joined in accordance with manufacturers' recommendations and reference standards, to provide stable and watertight connections.

- F. Whenever pipe laying is not actively in progress, the open ends of the piping shall be closed by a temporary plug or cap to prevent soil and other foreign matter from entering the piping.

3.07 BACKFILLING

- A. Continue placement of drainage stone up to required elevation or depth in each area.
- B. After placement of drainage stone to required depth, lay geotextile over top of drainage stone and overlap adjacent panels as specified in Section 02371.
- C. Place soil backfill over completed geotextile-wrapped drainage stone backfill in layers not exceeding six inches loose thickness up to finish grade. Each layer shall be thoroughly compacted using manually guided compaction equipment.
- D. Placement and compaction of drainage stone and soil backfill shall be performed in a manner that will not damage piping and structures. Products that are damaged shall be replaced at no additional cost to the Project.

3.08 MAINTENANCE AND PROTECTION

- A. Prior to the Owner's final acceptance of the Work, Contractor shall perform maintenance and protection of the construction as specified in this Section. In addition, for the one year warranty period, Contractor shall correct or remove and replace defective work as approved by the Owner's representative in accordance with the terms of the Contract.
- B. Remove all debris from within the limits of the constructed stormwater quality facilities.
- C. Protect the constructed areas from erosion and keep free from accumulation of debris. Damage to the constructed areas shall be fully repaired as approved by the Owner's representative.
- D. Where settling occurs prior to final acceptance of the Work, remove finished surfacing, backfill with additional granular material and make other repairs as necessary and as approved by the Owner's representative.

END OF SECTION

SECTION 02949

STORMWATER PLANTERS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

- A. Section includes fabrication, furnishing and installation of contained landscaped areas designed to receive stormwater runoff from paved surfaces.
- B. Related Work Specified Elsewhere in the Existing COA DWM Specifications:
 - 1. Section 02125 – Temporary and Permanent Erosion and Sedimentation Control
 - 2. Section 02200 – Earthwork
 - 3. Section 02521 – Concrete Sidewalks, Curbs and Gutters
 - 4. ***[Section 02900 – Trees, Plants and Ground Covers]***
 - 5. Division 03 Specifications: For concrete construction
- C. Related Work Specified Elsewhere in the Green Infrastructure Specifications:
 - 1. Section 02371 – Green Infrastructure Geotextiles
 - 2. Section 02681 – Subdrainage for Stormwater Quality Facilities
 - 3. Section 02682 – Pretreatment for Stormwater Quality Facilities
 - 4. Section 02922 – Amended Soil and Mulch
 - 5. ***[Section 02934 – Native Plug Planting]***

1.02 SYSTEM DESCRIPTION

- A. Stormwater planters shall include the following as indicated on the Drawings:
 - 1. Inlets and flow regulating structures.
 - 2. Pretreatment facilities.
 - 3. Cast-in-place or precast concrete walls and curbs.
 - 4. Drainage stone.
 - 5. Underdrain piping (if required).
 - 6. Impermeable liner and upturned overflow pipe in poor soil conditions.
 - 7. Planter bioretention soils (engineered soil mix).
 - 8. Vegetation.
 - 9. Outflow regulating piping.

NOTE: The following paragraph B may not need to be included in the project specifications.

- B. System shall be located in consideration of the following, at a minimum:
 - 1. Locate in favorable infiltration areas.
 - 2. Locate in areas that drain stormwater runoff primarily from impervious surfaces.
 - 3. Avoid areas with drainage from adjacent erodible areas and a high potential for heavy sediment loads.
 - 4. Place in area(s) not likely to receive runoff from dumpster pads, materials storage or process areas.
 - 5. Avoid possible conflicts with above and below ground utilities (including septic fields and overhead power lines).
 - 6. Locate at least two feet above the seasonally high groundwater level, outside public rights-of-way (unless an appropriate maintenance agreement is completed), and not on steep slopes.
 - 7. Unless the design includes proper waterproofing, planters shall be located: at least five feet from building foundations, buildings with basements, water wells, and public roadway subgrade.

1.03 SUBMITTALS

- A. Submittals shall be made in accordance with the requirements of the Contract Documents.
- B. Submit the following for review and approval prior to shipment of materials to the Site:
 - 1. Shop Drawings for system components, showing plans, sections and details to include the following:
 - a. Concrete walls and curbs
 - b. Inlet and outflow structures and piping
- C. Submit the following at completion of the Work:
 - 1. Field Quality Control: Submit test reports and inspection reports (as applicable)

1.04 QUALITY ASSURANCE

- A. Comply with the requirements of governmental authorities having jurisdiction.

1.05 DELIVERY, STORAGE AND HANDLING

- A. All manufactured products shall be inspected upon delivery to the Site. Damaged or defective materials shall be rejected or repaired as approved by the Owner's representative.
- B. Conform to manufacturer's recommendations for handling and storage of products.
- C. Granular materials of different gradations shall be delivered to the Site using clean equipment, and separately stockpiled in areas approved by the Owner's representative. Adequately protect to preserve the materials' fitness and quality.

1.06 PROJECT CONDITIONS

- A. The Contractor is solely responsible for excavation slope stability. Excavation work shall be in compliance with applicable local, state and federal regulations (including OSHA).
- B. Work shall be performed in a manner that does not damage or disturb existing utilities, structures, vegetation, and other site features not indicated to be removed.

1.07 SEQUENCING AND SCHEDULING

- A. Coordinate stormwater planter construction with associated work specified in other sections.

PART 2 PRODUCTS

2.01 PRETREATMENT AND FLOW-REGULATING DEVICES

- A. Pretreatment elements and flow-regulating (energy dissipation) devices shall be provided where possible to filter out sediment, trash, floatables and pollutants from runoff prior to entering stormwater planters.
- B. Pretreatment and energy dissipation shall be as indicated on the Drawings and specified in Section 02682.

2.02 INLETS

- A. Inlets shall be provided to direct stormwater into planters as indicated on the Drawings, including one or more of the following:
 - 1. Curb cuts or wall openings at edge of planter area
 - 2. Sheet flow off depressed curbs as shown on the standard details
 - 3. Trench drains that convey flows across a sidewalk from curbs or downspouts

2.03 CONCRETE WALLS AND CURBS

- A. Concrete walls and curbs shall be cast-in-place or precast reinforced concrete constructed to the dimensions indicated on the Drawings and conforming to the following requirements.
- B. Concrete formwork, reinforcement, concrete materials and mix design for concrete walls and curbs shall conform to the applicable requirements of Division 03 Specifications and Section 02521. Unless otherwise specified, minimum compressive strength of concrete shall be 3,000 psi.

2.04 IMPERMEABLE LINER

- A. Impermeable liner to be installed on side or bottom of planters (when required) shall be a 30-mil minimum thickness geomembrane fabricated of linear low density polyethylene (LLDPE), high density polyethylene (HDPE), flexible polypropylene, polyvinyl chloride (PVC), or other geomembrane material approved by the Owner's representative.

2.05 CHOKER COURSE AND DRAINAGE STONE

- A. Choker course material and drainage stone shall conform to the material specifications in Section 02681.

2.06 GEOTEXTILE

- A. Specified in Section 02371.

2.07 UNDERDRAIN PIPING

- A. Underdrain piping (if required) shall conform to the material specifications in Section 02681.

2.08 ENGINEERED SOIL MIX AND MULCH

- A. Engineered soil mix and mulch layers for planters shall conform to the material specifications in Section 02922.

2.09 OUTFLOW REGULATING DEVICES

- A. Outflow regulating devices shall include non-perforated outlet piping and structures as indicated on the Drawings.
- B. Non-perforated outlet piping shall conform to the material specifications in Section 02681.

2.10 VEGETATION

- A. Furnish *[native plants, trees, shrubs, and herbaceous vegetation]* as indicated on the Drawings and specified in Sections *[02900 and] [02934]*.

PART 3 EXECUTION

3.01 PREPARATION

- A. Establish required dimensions and elevations for stormwater planter construction.
- A. Erosion and sediment control measures shall be implemented to protect construction areas. Conform to the requirements indicated on the Drawings and as specified in Section 02125.

3.02 EARTHWORK

- A. Excavate in accordance with the applicable requirements of Section 02200 as modified in this Section. Excavate to the required dimensions and depths shown on the Drawings or as otherwise approved by the Owner's representative.
- B. Bottom of the excavation shall be uniformly graded to a level surface within each designated planter area, unless otherwise indicated on the Drawings.
- C. Excavated materials shall be removed from the construction areas and placed in other locations on the site, if needed, or off-site where approved by the Owner's representative.
- D. Protect the prepared bottom of excavation from compaction during construction. If required, the bottom of the excavation shall be scarified (by raking, disking or tilling) to a minimum depth of six inches.

3.03 CONCRETE WALLS AND CURBS

- A. Construct concrete walls and curbs at the required alignment and to the dimensions indicated on the Drawings.
- B. Conform to the applicable requirements of Division 3 Specifications for construction of concrete walls.
- C. Conform to the applicable requirements of Section 02521 for construction of concrete curbs.
- D. Inlet openings shall be provided to the dimensions indicated on the Drawings.

3.04 IMPERMEABLE LINER INSTALLATION

- A. Where required, install impermeable liner over exposed sides or bottom of excavation within the limits of planters. The surface on which impermeable liner is to be placed shall be relatively smooth and uniform, and substantially free of protruding stones and other debris.

- B. Impermeable liner shall be continuous to the full dimensions of the planters as much as practicable. If more than one roll or panel is required, overlap adjacent rolls or panels a minimum of 12 inches and seaming will be required in accordance with the manufacturer's recommendations and as approved by the Owner's representative.

3.05 PLACEMENT OF DRAINAGE BED AND UNDERDRAIN PIPING

- A. Install geotextile (if required) where indicated on the Drawings and as specified in Section 02371.
- B. Place drainage stone and choker course material to the required depths and in the sequence indicated on the Drawings and as specified in Section 02681.
- C. Install underdrain pipe (if required), including cleanouts, at the locations indicated on the Drawings and as specified in Section 02681.

3.06 PLACEMENT OF ENGINEERED SOIL MIX AND MULCH

- A. Place engineered soil mix and mulch to the depth and limits indicated on the Drawing and as specified in Section 02922.
- B. For open bottom planters, installation of soils must be completed in a manner that will ensure preservation of the infiltrative capacity of the underlying soils. The moisture content of the soil shall be low enough to prevent clumping and compaction during placement.

3.07 VEGETATION PLANTING

- A. If placement of engineered soil mix coincides with preferred dates for planting, install plants immediately after completion of the soil mix. Otherwise, place mulch or other approved stabilization material and maintain until planting is completed.
- B. Plant [*native plants, trees, shrubs, and herbaceous vegetation*] as indicated on the Drawings and specified in Sections [02900 and] [02934] (as applicable).

3.08 MAINTENANCE AND PROTECTION

- A. Prior to the Owner's final acceptance of the Work, Contractor shall perform maintenance and protection of the construction as specified in this Section. In addition, for the one year warranty period, Contractor shall correct or remove and replace defective work as approved by the Owner's representative in accordance with the terms of the Contract.
- B. Remove all debris from within the limits of the constructed stormwater planters.
- C. Protect the constructed areas from erosion and keep free from accumulation of debris. Divert post-construction stormwater runoff around the areas until vegetative cover has been established.

- D. Damage to the constructed areas shall be fully repaired as approved by the Owner's representative.

END OF SECTION

EXHIBITS
Non-Contract Documents
Reference Only

Exhibit A



January 19, 2021

Ms. Cladie Washburn, Director, Capital Projects Program

Midtown Alliance

999 Peachtree Street

Suite 730

Atlanta, GA 30309

Office: 404.809.2119

Subject: Pavement Study and Percolation/Infiltration Testing

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENTS

Atlanta, Fulton County, Georgia

NOVA Project Number 2020024

Dear Ms. Washburn,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (NOVA) has completed the authorized pavement evaluation for the above referenced site. The work was performed in general accordance with NOVA Proposal Number 003-20207538.1 dated October 6, 2020. This report briefly discusses our understanding of the project at the time of our evaluation and presents our findings, conclusions and recommendations.

FIELD EXPLORATION

The project is located along Spring Street within the City of Atlanta, Georgia. The section of Spring Street assessed during this study is bound by 17th Street to the south, and Peachtree Road to the north. The project is approximately 0.35 miles in length. Our field services included a visual assessment of the existing pavement condition to identify load failures or other pavement distresses which may require additional remedial repairs beyond routine pavement maintenance as well as pavement cores and soil test borings. Due to the presence of both overhead and underground utilities along this segment of Spring Street, several of the proposed borings and cores could not be performed.

NOVA's field exploration consisted of performing seven (7) pavement cores to assess the thickness of the existing pavement section to aid the planning and design of milling and resurfacing operations included in the proposed street improvements. Seven (7) SPT soil test borings were also drilled along the subject roadway at the locations approximated on the attached Boring Location Plan to provide soil consistency and classification data, along with determining the potential presence of rock which would impact the cost of the installation of new stormwater lines and catch basins. Three percolation tests were performed to determine infiltration rates of the soils in the areas of the proposed stormwater planters.

Pavement Coring: The pavement section was first cored with a 6-inch diameter core barrel. The pavement cores and any underlying crushed base stone was removed until the soil subgrade was exposed and then the asphalt cores and crushed stone thicknesses were measured to the nearest 0.25 inch.

Soil Test Borings: The soil test borings were performed using the guidelines of ASTM Designation D-1586, "Penetration Test and Split-Barrel Sampling of Soils". A hollow-stem auger was used to advance the borings. At regular intervals, soil samples were obtained with a standard 1.4-inch I.D., 2.0-inch O.D., split-tube sampler. The sampler was first seated six inches and then driven an additional foot with blows of a 140-pound hammer falling 30 inches. The number of hammer blows required to drive the sampler the final foot is designated the "Penetration Resistance". The penetration resistance, when properly interpreted, is an index to the soil strength and density. Representative portions of the soil samples, obtained from the sampler, were placed in glass jars and transported to our laboratory, where they were classified using visual/manual methods in accordance with the Unified Soil Classification System (USCS) and ASTM designations. The descriptions presented in the boring logs should be considered approximate. It should be noted that all soil samples would be properly disposed of 30 days following the submittal of this NOVA subsurface exploration report unless you request otherwise.

Test Boring Records in the attached boring logs show the standard penetration test (SPT) resistances, or "N-values", and present the soil conditions encountered in the borings. These records represent our interpretation of the subsurface conditions based on the field exploration data, visual examination of the split-barrel samples, laboratory test data, and generally accepted geotechnical engineering practices. The stratification lines and depth designations represent approximate boundaries between various subsurface strata. Actual transitions between materials may be gradual.

Percolation/Infiltration Tests: Three (3) percolation tests (P-2, P-4, and P-6) were performed during our exploration. Four (4) other locations could not be performed due to either existing underground utilities or concrete sidewalks along the proposed test locations. To perform the percolation test, a drill rig with a hollow stem auger was utilized to drill the bore holes, which are shown on the attached Boring Location Plan. Each hole was drilled to a depth of approximately 4 feet and approximately 4 inches of gravel was placed at the bottom of the borehole. The percolation test was performed in general accordance with standard test procedures adopted by the Georgia Department of Human Resources. The hole was filled with water to saturate the adjacent soil for a period of time dependent on the soil type, until percolation rates were consistent. The water level was then adjusted to approximately 6-12 inches above the gravel, and water level measurements were taken at recorded intervals until the level reached 2-4 inches above the gravel. Water was then added to re-establish the approximately 6-12-inch depth and measurements were continued. This was repeated until a constant rate of percolation was measured.

Following calculation of the percolation rate for the proposed test, the percolation rate was converted to an infiltration rate (inches/hour) via the Porchet method. The Porchet method takes into account the radius of the augered hole, and the average head over the final time interval. Furthermore, the infiltration rate considers only the downward progression of water into the soil as opposed to a percolation test, which also allows lateral flow through the soil.

RESULTS OF FIELD EXPLORATION

Pavement Sections: The following table summarizes the measured pavement component thicknesses at each test location.

Boring Location	Asphalt Thickness (in)	Concrete Thickness (in)	Aggregate Base Thickness (in)
B-4A*	4.5	6.0	0
B-4B	5.75	5.75	0
B-5A**	7.0	0	3.0
B-6A	5.0	7.5	0
B-7A	6.0	6.75	0
B-8A	6.25	6.25	0
B-9A	5.75	6.75	0
B-10A	5.75	6.5	0

* This location was only cored, with no SPT drilling.

** No core plug was recovered from this location, as the asphalt crumbled during extraction. The asphalt was subsequently crushed and mixed with the soil spoils from the soil drilling process.

The existing pavements were generally observed to be aged with some block, transverse and reflective cracking, but no widespread areas of severe fatigue cracking were observed along this segment. We have included a Visual Distress Photo Log to illustrate typical conditions observed at the site.

Partially Weathered Rock: Partially weathered rock (PWR) is a transitional material between soil and the underlying parent rock that is defined locally as materials that exhibit a standard penetration resistance exceeding 100 bpf.

PWR was encountered throughout the site, at depths ranging from 1 to 8 feet below the pavement surface. PWR is typically observed immediately above auger refusal levels. The depths in the table represent the top of the first layer of PWR encountered. PWR layers underlain by residual soils may be encountered, which is called a PWR lens. Multiple lens layers may be found before the transition to bedrock occurs. The following table depicts the locations, depths, and approximate elevations where partially weathered was encountered during this study. These layers are shown in greater detail in the boring logs attached to this report.

BORING	DEPTH (feet)	APPROXIMATE ELEVATION (feet-MSL)
B-4B	1.0	918.0
B-7A	1.0	917.0
B-8A	8.0	906.0
B-9A	3.0	905.0

Auger Refusal Materials: Auger refusal materials are any very hard or very dense material, frequently boulders or the upper surface of bedrock, which cannot be penetrated by a power auger. Auger refusal was encountered in several borings at depths ranging from 3 to 8 feet below the ground surface. The following table depicts the locations, depths, and approximate elevations where auger refusal was encountered during this study.

BORING	DEPTH (feet)	APPROXIMATE ELEVATION (feet-MSL)
B-4B	3.0	916.0
B-7A	5.5	912.5
B-9A	8.0	900.0

Groundwater: Ground water was not encountered in any borings at the time of drilling to the depths explored.

Percolation/Infiltration Tests: A total of three (3) percolation tests (P-2, P-4, and P-6) were conducted during our field exploration at locations depicted on the attached Boring Location Plan. Based upon the results of the percolation testing, we anticipate percolation and infiltration rates as summarized in the following table. It should be noted that actual percolation rates will vary due to the erratic variation in subgrade composition experienced at the tested depth.

Location	Percolation Rate (min./in.)	Infiltration Rate* (in/hr)
P-2	111.1	0.03
P-4	8.6	0.7
P-6	75.4	0.1

*Infiltration rate is calculated via Porchet Method.

RECOMMENDATIONS AND CONCLUSIONS

The following conclusions and recommendations are based on our understanding of the project, site observations and our evaluation of data obtained during this assessment.

Difficult Excavation:

NOVA performed seven (7) borings along the proposed storm line alignment to evaluate potential excavation conditions. We encountered very dense soils, PWR and/or auger refusal materials above proposed bottom of structure depths at multiple locations. ***Based on proposed bottom of structure grades, materials requiring difficult excavation techniques and/or blasting will be encountered during utility excavations.*** The locations and depths of where we encountered these materials during our exploration is summarized below.

Boring	Approximate PWR/Refusal Elevation (feet-MSL)	Structure	Proposed Invert Out Elevation (feet-MSL)
B-4B	918	CB 1-2	913.0
B-7A	917	CB 1-1	910.3
B-8A	906	CB 2-5	901.53
B-9A	905	CB 2-4	889.7

We recommend the site civil engineer review the included subsurface data and adjust finished grades and underground utilities as much as practical to minimize excavation of PWR and auger refusal materials.

The weathering process of rock and soils is erratic, and variations in the PWR or rock profile can occur in small lateral distances. Therefore, it is likely that very dense soils, PWR, and/or rock pinnacles or ledges requiring difficult excavation techniques may be encountered in site areas intermediate of our boring locations.

Ripping: Mass excavation of very hard or very dense soils (≥ 50 bpf) and PWR will likely require loosening the material with a large single-toothed ripper or track-mounted backhoe before removal with conventional earthmoving equipment. In confined areas, such as utility trenches and foundations, excavations of very hard or very dense soils (≥ 50 bpf) and PWR, may require either the use of pneumatic tools or light blasting.

Rock Gradation: The gradation of the material removed by ripping or blasting will be erratic, particularly the upper zones of fractured rock. Re-use of these materials in fills will require additional effort and control such as crushing oversize materials to produce maximum particle size of 3 inches in fill materials.

Rock Definition: The definition of rock can be source of conflict during construction. If a classified excavation contract is selected by the owner, the following definitions have been incorporated into classified excavation specifications on other projects and are provided for your general guidance.

We recommend that the determination and confirmation of difficult excavation materials be performed by the NOVA geotechnical engineer in accordance with the project specifications. Measurement of the quantities of difficult excavation materials should be performed by the project surveyor.

GENERAL EXCAVATION	
Blast Rock	Any material which cannot be excavated with a single-tooth ripper mounted on a crawler tractor having a minimum draw bar pull rated at not less than 56,000 pounds (Caterpillar D-8K or equivalent) or by a Caterpillar 977 front-end loader or equivalent, and occupying an original volume of at least one (1) cubic yard.

TRENCH EXCAVATION	
Trench Rock	Any material which cannot be excavated with a backhoe having a bucket curling force rated at not less than 25,700 pounds (Caterpillar Model 225 or equivalent), and occupying an original volume of at least one-half (1/2) cubic yard.

Pavement Repairs and Rehabilitation:

We were provided recent traffic count data for Spring Street at the time of this study. We understand that the proposed project will convert one of the vehicle travel lanes into a bicycle lane leaving three (3) lanes of vehicular traffic along this section of Spring Street. Please note that based on the current traffic data supplied, the existing roadway section is approximately 12% under designed based on GDOT pavement design standards. Consequently, the useful service life of the recommended pavement repairs is difficult to predict, but they should bring the pavement section closer to meeting the GDOT pavement design standards.

The pavements generally exhibited visible signs of age such as block, longitudinal and transverse cracking. **NOVA** recommends a pavement rehabilitation program that includes milling, crack sealing of above-described cracks and a surface overlay.

NOVA recommends that 2 inches of asphalt below the surface be milled. It is likely that without treatment the remaining cracks after milling will quickly reflect through to the surface of any new overlay. As such, we recommend that all existing cracks present after milling be thoroughly cleaned of debris (lanced) and then filled with a rubberized asphalt crack sealant prior to overlay. If the crack surfaces are not properly prepared, the sealant will not adhere.

The asphalt overlay should consist of a 2-inch layer of 12.5 mm Polymer Modified Superpave GDOT approved surface mix. All asphalt material and paving operations should meet applicable specifications of the Asphalt Institute and the current Georgia Department of Transportation Standard Specifications. A **NOVA** technician should observe placement and perform density testing of the base course material and asphalt.

We appreciate your selection of **NOVA** and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental, LLC

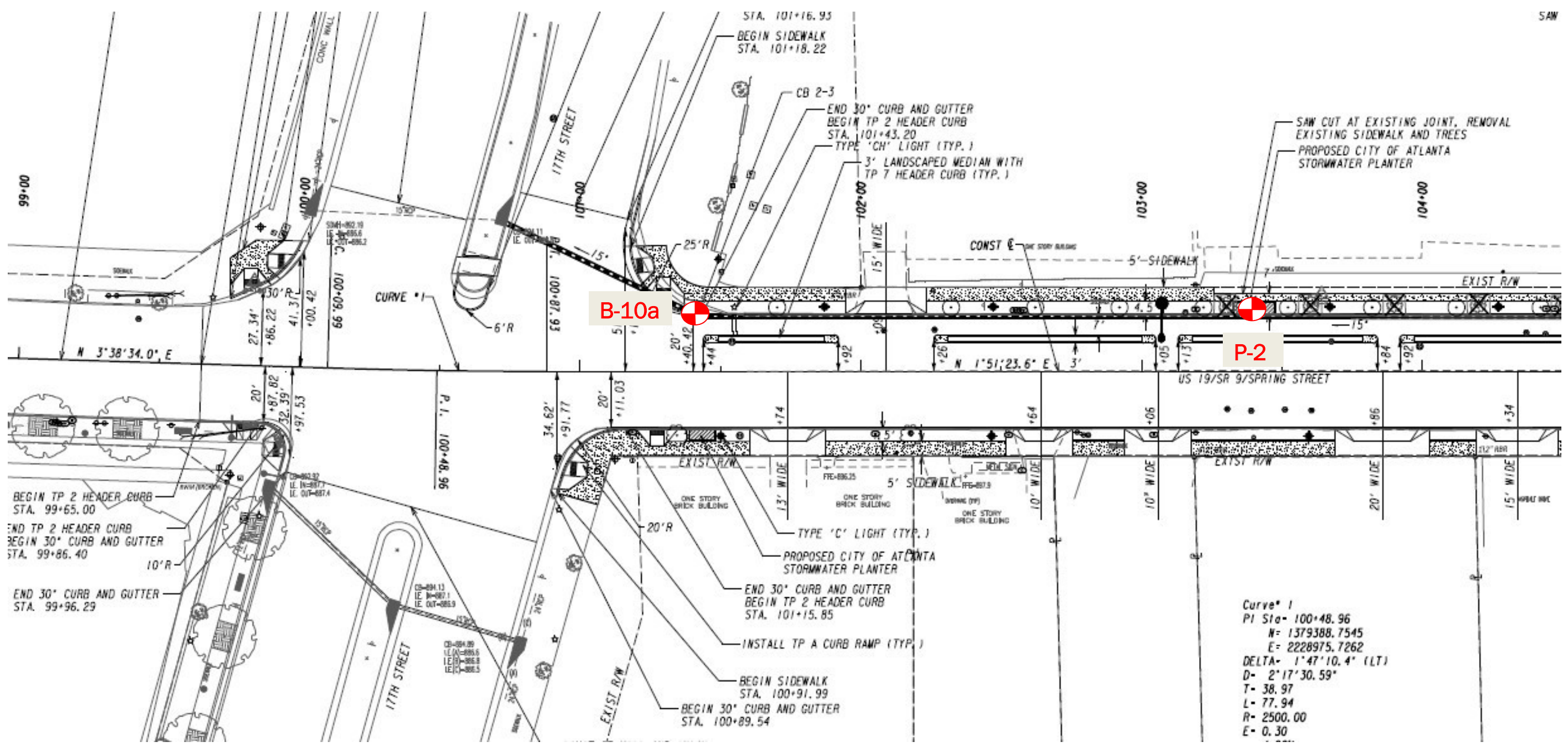


Michael W. McKenzie, E.I.T.
Project Engineer



Marc D. Johnston, P.E.
Regional Manager

Attachments: Boring Location Plan
Core Photo Log
Visual Distress Photo Log
SPT Boring Logs

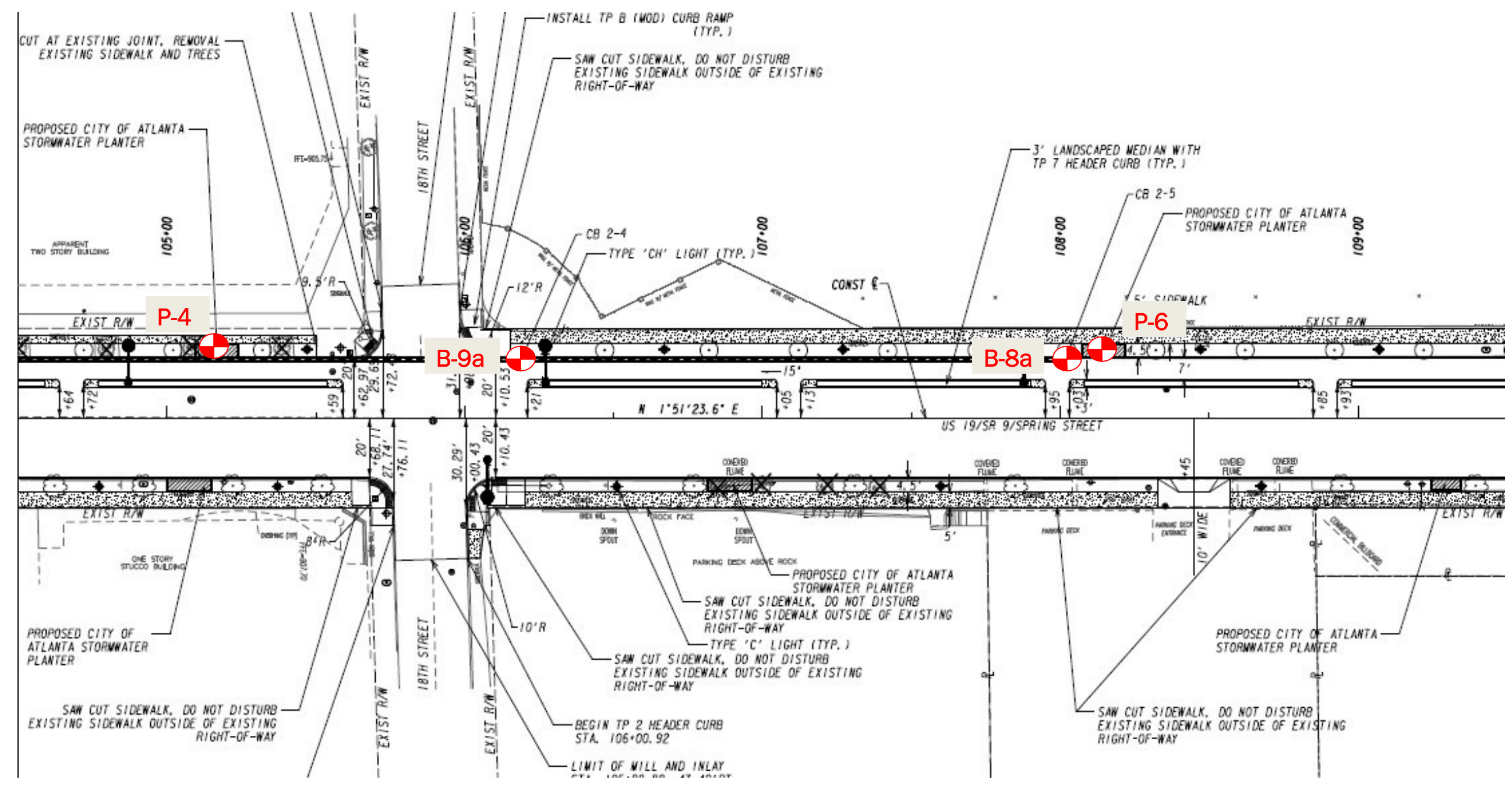


 APPROXIMATE LOCATION OF NOVA ASPHALT BORINGS (B – Pavement Boring; P – Infiltration Test Boring)

FIGURE 1
PROPOSED BORING LOCATION PLAN (1 of 4)
 Source: 60% Plan and Profile of Proposed Spring Street Bike and Pedestrian Improvements, prepared by Kimley-Horn, dated 6/02/2020
 Scale: Not to Scale



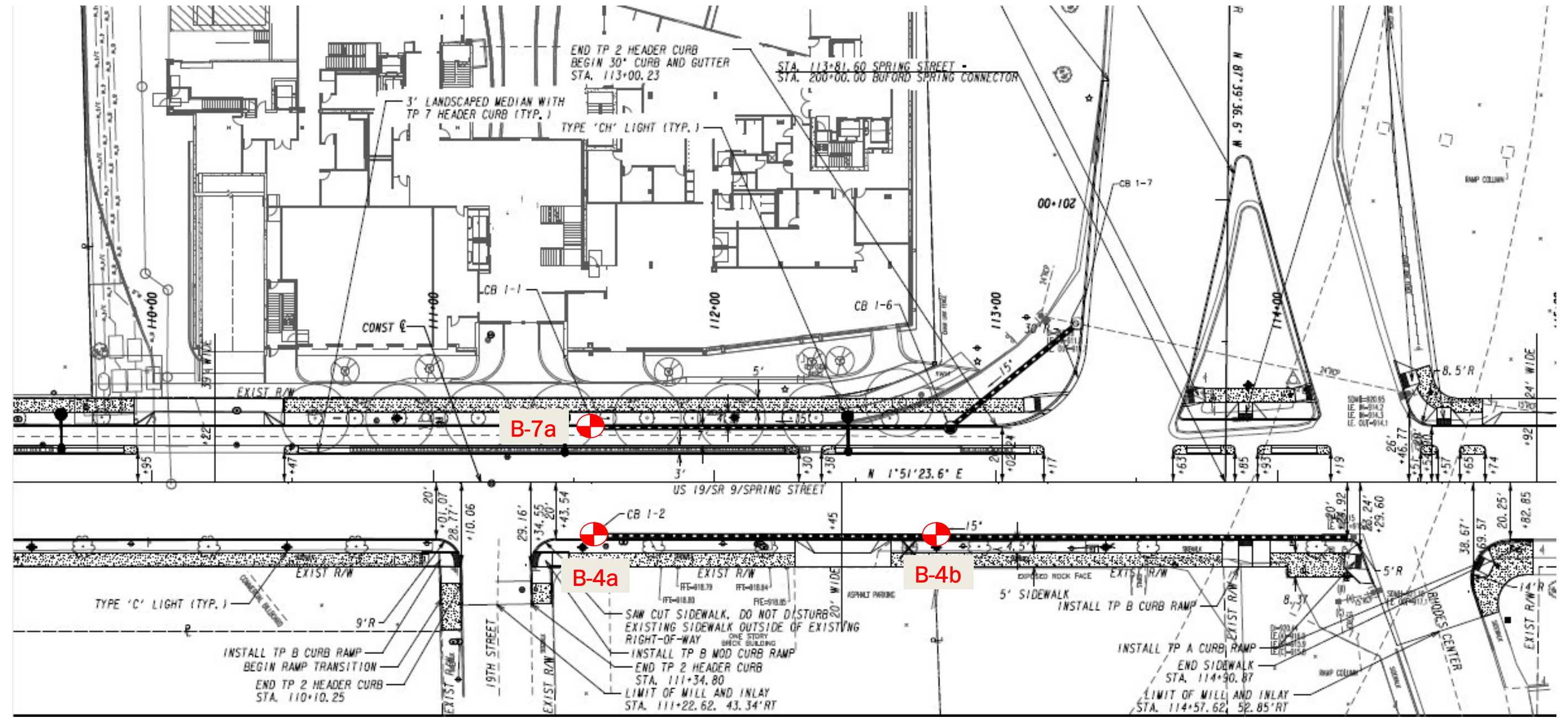
Spring Street Bike and Pedestrian Improvements Pavement Study
 Midtown Alliance
 Atlanta, Georgia
 NOVA Project Number 10103-2020024



 APPROXIMATE LOCATION OF NOVA ASPHALT BORINGS (B – Pavement Boring; P – Infiltration Test Boring)

FIGURE 1
PROPOSED BORING LOCATION PLAN (2 of 4)
 Source: 60% Plan and Profile of Proposed Spring Street Bike and Pedestrian Improvements, prepared by Kimley-Horn, dated 6/02/2020
 Scale: Not to Scale



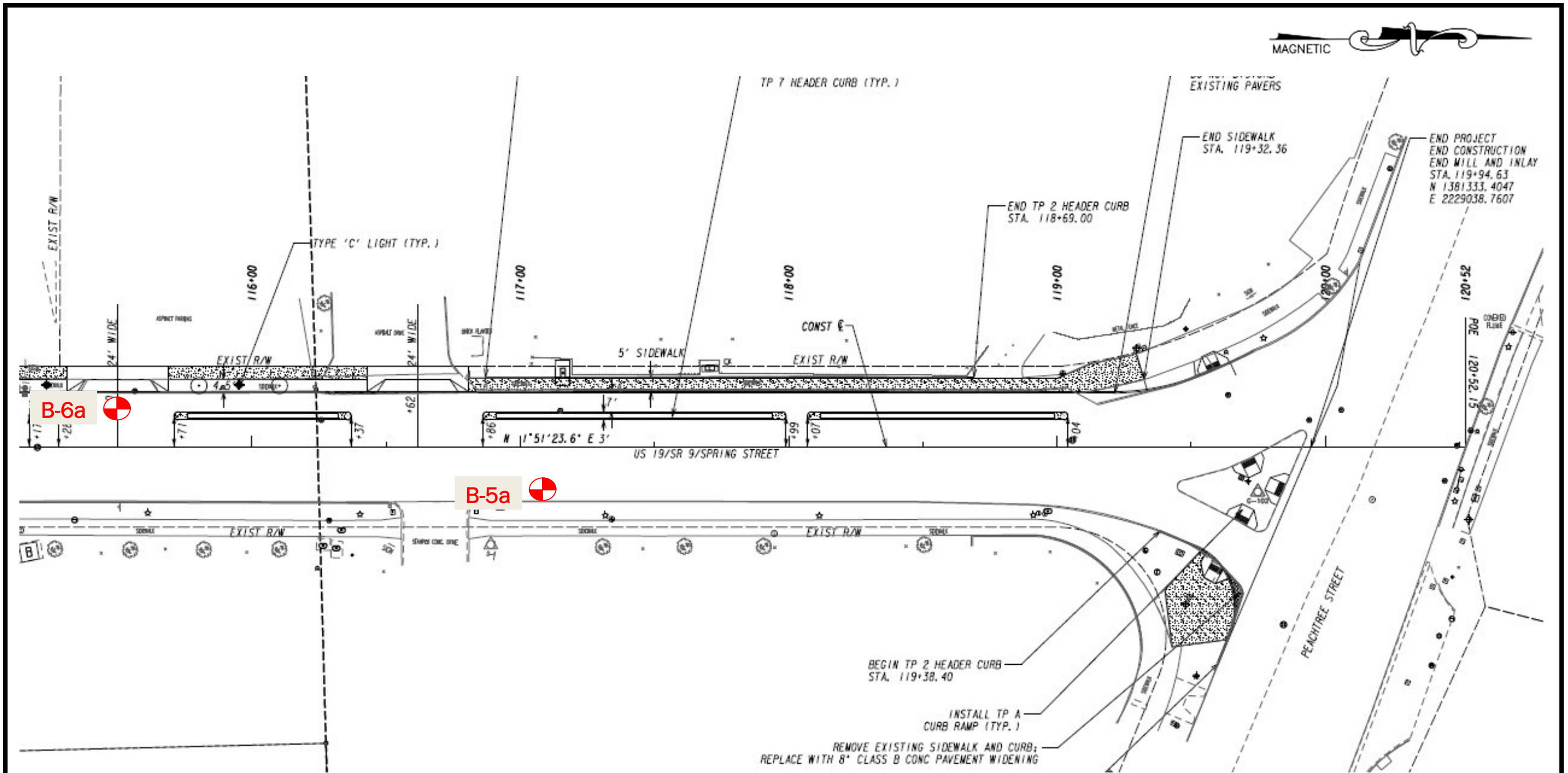


 APPROXIMATE LOCATION OF NOVA ASPHALT BORINGS (B - Pavement Boring; P - Infiltration Test Boring)

FIGURE 1
PROPOSED BORING LOCATION PLAN (3 of 4)
 Source: 60% Plan and Profile of Proposed Spring Street Bike and Pedestrian Improvements, prepared by Kimley-Horn, dated 6/02/2020
 Scale: Not to Scale



Spring Street Bike and Pedestrian Improvements Pavement Study
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 Atlanta, Georgia
 NOVA Project Number 10103-2020024



⊕ APPROXIMATE LOCATION OF NOVA ASPHALT BORINGS (B – Pavement Boring; P – Infiltration Test Boring)

FIGURE 1
PROPOSED BORING LOCATION PLAN (4 of 4)
 Source: 60% Plan and Profile of Proposed Spring Street Bike and Pedestrian Improvements, prepared by Kimley-Horn, dated 6/02/2020
 Scale: Not to Scale



Spring Street Bike and Pedestrian Improvements Pavement Study
 Midtown Alliance
 Atlanta, Georgia
 NOVA Project Number 10103-2020024

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia
January 11, 2020



B-3A CORE – LANE 1

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

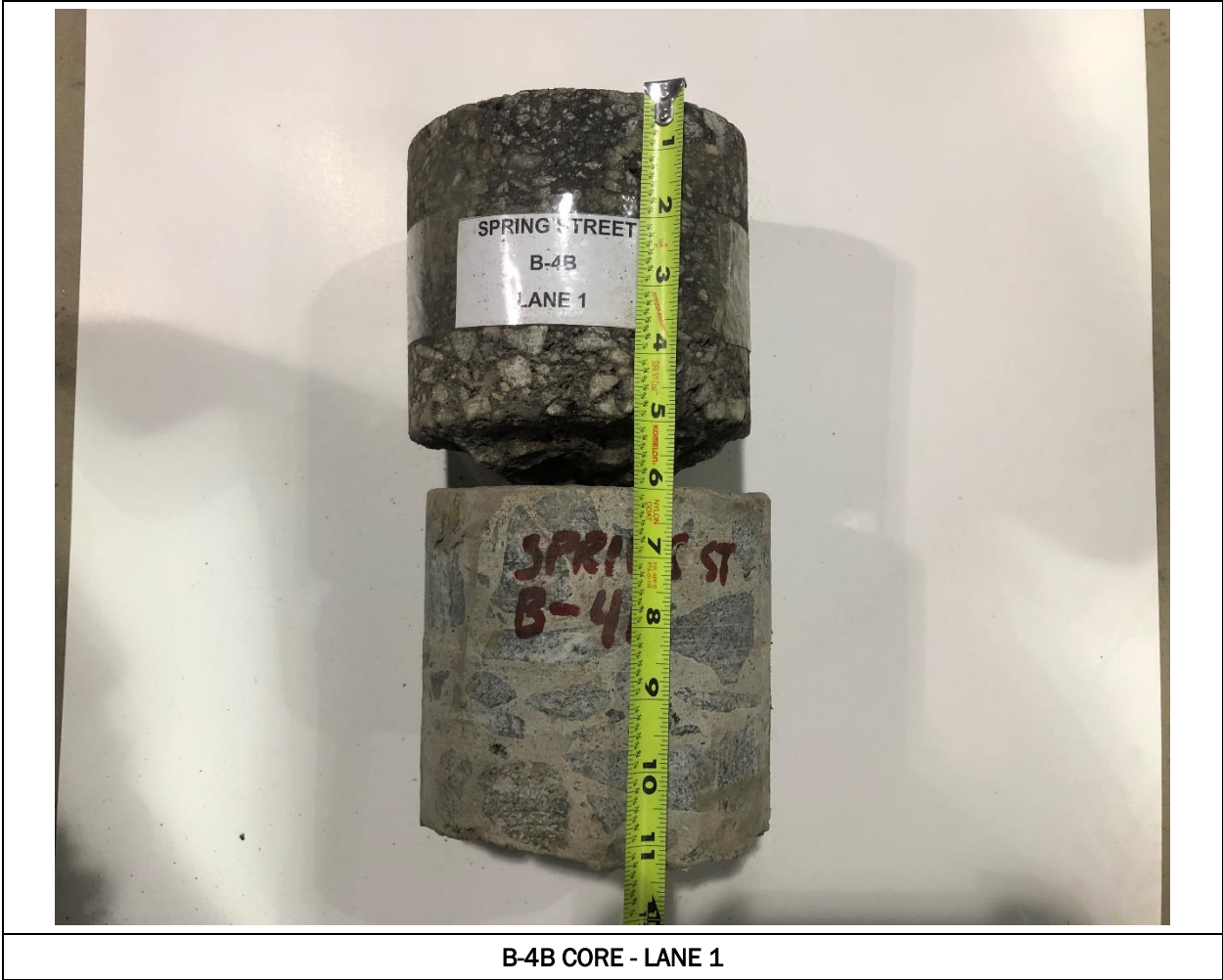
Fulton County, Atlanta, Georgia
January 11, 2020



B-4A CORE - LANE 1

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia
January 11, 2020



B-4B CORE - LANE 1

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT - PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia
January 11, 2020



B-7A CORE - LANE 4

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia

January 11, 2020



B-8A CORE – LANE 4

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia
January 11, 2020



B-9A – LANE 4

SPRING STREET BIKE AND PEDESTRIAN IMPROVEMENT – PAVEMENT CORE PHOTO LOG

Fulton County, Atlanta, Georgia
January 11, 2020



B-10A - LANE 4

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-5 AREA - SLIGHT RAVELLING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-6 AREA - LEVEL 1 LONGITUDINAL/ TRANSVERSE REFLECTIVE CRACKING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-4B AREA - LEVEL 1 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-4 AREA - LEVEL 1 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING, RAVELLING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-7- AREA - LEVEL 1 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-8 AREA - LEVEL 1 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-8 AREA - LEVEL 2 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-9 AREA - LEVEL 1 LONGITUDINAL AND TRANSVERSE REFLECTIVE CRACKING, RAVELLING

REPORT OF PAVEMENT EVALUATION
Spring Street Pavement Evaluation – Fulton County
NOVA Project Number: 2020024
January 19, 2021



B-10 AREA - LEVEL 2 FATIGUE CRACKING, RAVELLING

KEY TO SYMBOLS AND CLASSIFICATIONS

DRILLING SYMBOLS

	Split Spoon Sample
	Undisturbed Sample (UD)
	Standard Penetration Resistance (ASTM D1586-67)
	Water Table at least 24 Hours after Drilling
	Water Table 1 Hour or less after Drilling
100/2"	Number of Blows (100) to Drive the Spoon a Number of Inches (2)
NX, NQ	Core Barrel Sizes: 2½- and 2-Inch Diameter Rock Core, Respectively
REC	Percentage of Rock Core Recovered
RQD	Rock Quality Designation – Percentage of Recovered Core Segments 4 or more Inches Long
	Loss of Drilling Water
MC	Moisture Content Test Performed

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY

	<u>Number of Blows, "N"</u>	<u>Approximate Relative Density</u>
SANDS	0 – 4	Very Loose
	5 – 10	Loose
	11 – 30	Medium Dense
	31 – 50	Dense
	Over 50	Very Dense
	<u>Number of Blows, "N"</u>	<u>Approximate Consistency</u>
SILTS and CLAYS	0 – 2	Very Soft
	3 – 4	Soft
	5 – 8	Firm
	9 – 15	Stiff
	16 – 30	Very Stiff
	31 – 50	Hard
	Over 50	Very Hard

DRILLING PROCEDURES

Soil sampling and standard penetration testing performed in accordance with ASTM D1586-67. The standard penetration resistance is the number of blows of a 140 pound hammer falling 30 inches to drive a 2-inch O.D., 1½-inch I.D. split spoon sampler one foot. Core drilling performed in accordance with ASTM D2113-08. The undisturbed sampling procedure is described by ASTM D1587-08 (2012). Soil and rock samples will be discarded 60 days after the date of the final report unless otherwise directed.

SOIL CLASSIFICATION CHART

COARSE GRAINED SOILS	GRAVELS	Clean Gravel less than 5% fines	GW	Well graded gravel
			GP	Poorly graded gravel
		Gravels with Fines more than 12% fines	GM	Silty gravel
			GC	Clayey gravel
	SANDS	Clean Sand less than 5% fines	SW	Well graded sand
			SP	Poorly graded sand
Sands with Fines more than 12% fines		SM	Silty sand	
		SC	Clayey sand	
FINE GRAINED SOILS	SILTS AND CLAYS Liquid Limit less than 50	Inorganic	CL	Lean clay
			ML	Silt
		Organic	OL	Organic clay and silt
			CH	Fat clay
	SILTS AND CLAYS Liquid Limit 50 or more	Inorganic	MH	Elastic silt
			OH	Organic clay and silt
HIGHLY ORGANIC SOILS		Organic matter, dark color, organic odor	PT	Peat

PARTICLE SIZE IDENTIFICATION

GRAVELS	Coarse	¾ inch to 3 inches
	Fine	No. 4 to ¾ inch
SANDS	Coarse	No. 10 to No. 4
	Medium	No. 40 to No. 10
	Fine	No. 200 to No. 40
SILTS AND CLAYS		Passing No. 200



TEST BORING RECORD B-4B

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 919 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

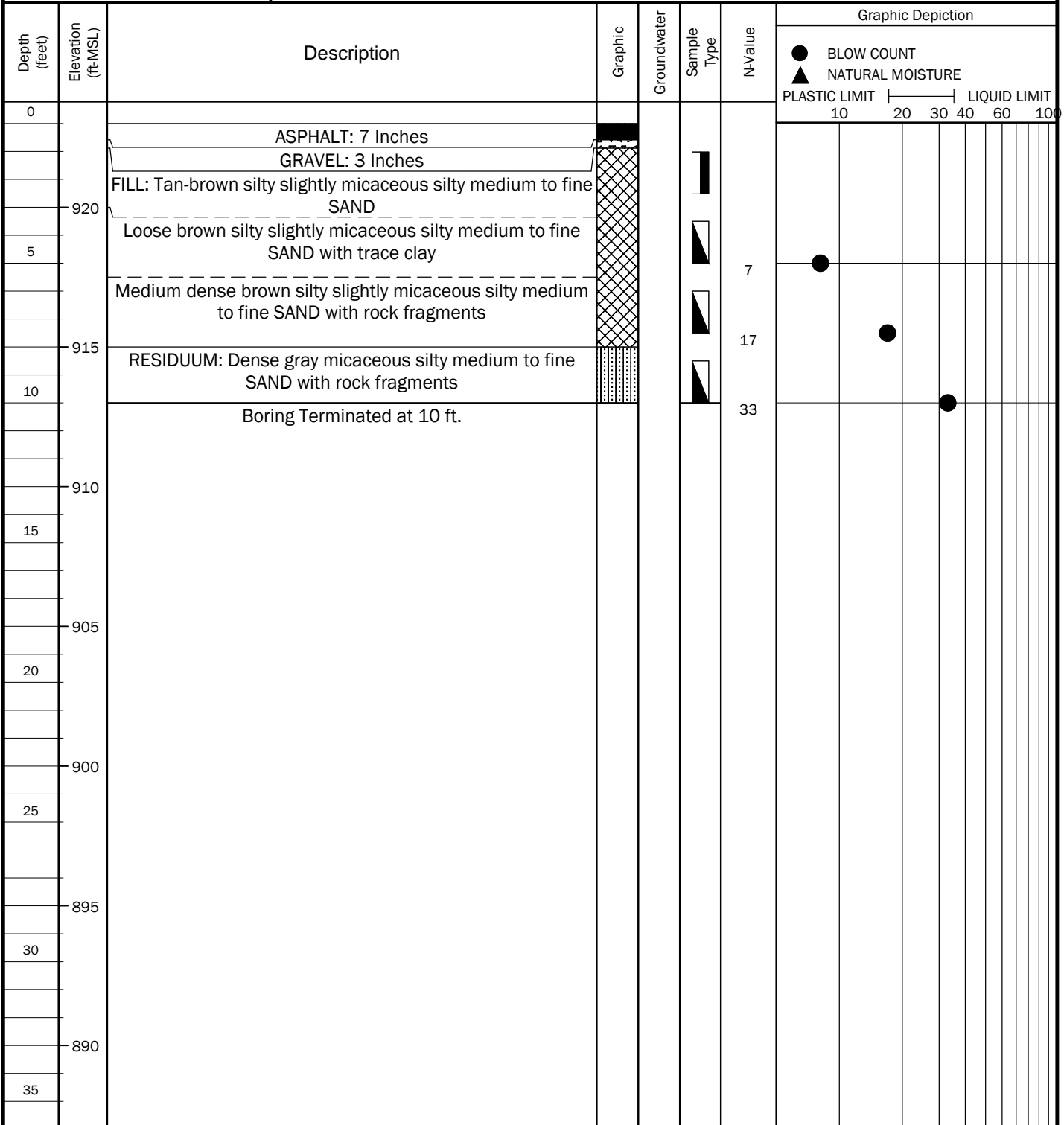
Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction													
							● BLOW COUNT	▲ NATURAL MOISTURE	PLASTIC LIMIT					LIQUID LIMIT						
							10	20	30	40	60	100								
0		ASPHALT: 5.75 Inches																		
		CONCRETE: 5.75 Inches																		
		PARTIALLY WEATHERED ROCK: Sampled as very dense tan-gray silty fine SAND with rock fragments				100/0"														
915		Auger Refusal at 3.0 ft.																		
5	915																			
	910																			
10	910																			
	905																			
15	905																			
	900																			
20	900																			
	895																			
25	895																			
	890																			
30	890																			
	885																			
35	885																			



**TEST BORING
RECORD
B-5A**

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 923 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.





TEST BORING RECORD B-6A

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 922 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction													
							● BLOW COUNT	▲ NATURAL MOISTURE	PLASTIC LIMIT					LIQUID LIMIT						
0		ASPHALT: 5 Inches CONCRETE: 7.5 Inches																		
920		FILL: Very Loose brown silty medium to fine SAND with trace clay																		
5		Loose to very loose brown silty medium to fine SAND with trace clay and gravel																		
915																				
10		Boring Terminated at 10 ft.																		
910																				
15																				
905																				
20																				
900																				
25																				
895																				
30																				
890																				
35																				



**TEST BORING
RECORD
B-7A**

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 918 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction													
							● BLOW COUNT	▲ NATURAL MOISTURE	PLASTIC LIMIT					LIQUID LIMIT						
0		ASPHALT: 6 Inches																		
		CONCRETE: 6.75 Inches																		
915		PARTIALLY WEATHERED ROCK: Sampled as very dense tan-brown silty fine SAND with rock fragments				100/2"														
5		Auger Refusal at 5.5 ft.				100/4"														
910																				
10																				
905																				
15																				
900																				
20																				
895																				
25																				
890																				
30																				
885																				
35																				

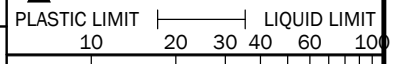


**TEST BORING
RECORD
B-8A**

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 914 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction	
							● BLOW COUNT	▲ NATURAL MOISTURE
0		ASPHALT: 6.25 Inches CONCRETE: 6.25 Inches FILL: Very loose to loose red-brown slightly micaceous silty medium to fine SAND						
5	910	RESIDUUM: Medium dense brown slightly micaceous silty medium to fine SAND				3		
		PARTIALLY WEATHERED ROCK: Sampled as very dense gray silty medium to fine SAND with rock fragments				6		
10	905	Boring Terminated at 10 ft.				28		
						100/8"		





**TEST BORING
RECORD
B-9A**

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 908 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction													
							● BLOW COUNT	▲ NATURAL MOISTURE	PLASTIC LIMIT					LIQUID LIMIT						
0		ASPHALT: 5.75 Inches																		
		CONCRETE: 6.75 Inches																		
		RESIDUUM: Medium dense brown and white slightly micaceous silty medium to fine SAND																		
905		PARTIALLY WEATHERED ROCK: Sampled as very dense gray silty medium to fine SAND with rock fragments																		
5																				
900		Auger Refusal at 8 ft.																		
10																				
895																				
15																				
890																				
20																				
885																				
25																				
880																				
30																				
875																				
35																				



**TEST BORING
RECORD
B-10A**

PROJECT: SPRING STREET BIKE IMPROVEMENT PROJECT NO.: 10103-2020024
 CLIENT: MIDTOWN ALLIANCE
 PROJECT LOCATION: SPRING STREET
 LOCATION: ATLANTA, GEORGIA ELEVATION: 892 FT-MSL
 DRILLER: BETTS ENVIRONMENTAL LOGGED BY: U.UDO
 DRILLING METHOD: HOLLOW STEM AUGER DATE: 12/19/2020
 DEPTH TO - WATER> INITIAL: NE AFTER 24 HOURS: CAVING> C.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value	Graphic Depiction													
							● BLOW COUNT	▲ NATURAL MOISTURE	PLASTIC LIMIT					LIQUID LIMIT						
0		ASPHALT: 5.75 Inches																		
		CONCRETE: 6.5 Inches																		
890		FILL: Loose brown slightly micaceous silty medium to fine SAND					6	●												
		Loose brown slightly micaceous silty medium to fine SAND with trace clay					6	●												
5		Loose brown slightly micaceous silty medium to fine SAND					9	●												
885		Loose brown slightly micaceous silty medium to fine SAND					7	●												
10		Boring Terminated at 10 ft.																		
880																				
15																				
875																				
20																				
870																				
25																				
865																				
30																				
860																				
35																				

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply this report for any purpose or project except the one originally contemplated.*

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an

assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by:* the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help

others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold-prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical-engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your GBC-Member geotechnical engineer for more information.



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e-mail: info@geoprofessional.org www.geoprofessional.org

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Exhibit B



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

11/1/2023

Cladie Washburn
999 Peachtree Street Suite 730
Atlanta, GA, 30309

Dear Applicant,

RE: 7410 - Special Encroachment - Non-Limited - A-121-009775-7, 00000900, 243.5 - 244.1, Fulton

Your permit application to perform specified work within the right of way limits of the above referenced State Highway has been duly executed on behalf of the Department of Transportation. However, construction work as approved by the permit must begin within 90 days of this approval letter or the permit will be void. Your permit copy has been forwarded to James K. Johnson, Area Permit Inspector. His/her address is District Seven- Chamblee, 5025 New Peachtree Road, Chamblee, GA, 30341. His/her phone number is 770-216-3833

It will be necessary for you or your representative to contact the Area Permit Inspector to claim your permit copy and identification sign, discuss the beginning of construction date, and methods of complying with permit requirements. He/She will set the time that he/she can furnish personnel for the required supervision of your work. Please contact him/her at least 24 hours in advance of your planned construction beginning time. It is suggested that you contact her/her by telephone before any personal visits. Your approved permit and a copy of the approved plans are required to be kept on the construction site at all times during construction.

With this approval, as the applicant, you agree to make any utility relocation or adjustments deemed necessary by the Area Permit Inspector, and abide by the special requirements attached to the application.

Please notify the Area Permit Inspector upon completion of work under this permit so that a final inspection may be conducted. Upon approval of completed work, you will be released from the performance bond or escrow. You should request said inspection only after you feel that all work has been completed in compliance with all requirements and a satisfactory stand of grass has been obtained. No work under this permit is to be considered accepted by the Department until you are so notified in writing by the District Engineer.

Special Requirements: None

Yours very truly,

Megan Rochelle Wilson
District Engineer