

May 5, 2021

**Subject: ITB #1938-B West Fayetteville Path from SR 54 to CS 894/Lester Road**

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for a multiuse path and pedestrian bridge, GDOT Project Identification Number PI 0012878, in accordance with the information and specifications contained herein.

Questions concerning this invitation to bid should be addressed to Sherry White in writing via email to [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov) or fax to (770) 719-5544. Questions will be accepted until 2:00pm Friday, May 28, 2021.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214

Bid Number: 1938-B

Bid Name: **West Fayetteville Path from SR 54 to CS 894/Lester Road**

Your envelope *must* be sealed, and should show your company's name and address.

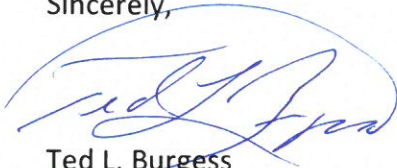
Bids will be received at the above address until 12:00pm Thursday, June 3, 2021 in the Purchasing Department, Suite 204. For bids that you may drop off in person, there will be a large metal parcel drop box located outside the front door of the Purchasing Department, Suite 204, in the county complex at 140 Stonewall Avenue West, Fayetteville, Georgia. You must place your bid in the drop box no later than 12:00pm Thursday, June 3, 2021. Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be

considered. A virtual bid opening will be held at 3:00 p.m. on that day and can be viewed at <https://vimeo.com/user133262656>.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess  
Director of Purchasing

**ITB # 1938-B  
WEST FAYETTEVILLE PATH  
FROM SR 54 TO CS 894/ LESTER ROAD**

**GDOT PI # 0012878**

**FAYETTE COUNTY, GEORGIA**

**100% within Fayette County**

Net Length of Roadway 0.844 miles

Net Length of Bridges 0.045 miles

Net Length of Project 0.889 miles

Net Length of Exceptions 0.000 miles

Gross Length of Project 0.889 miles

**SPONSOR: FAYETTE COUNTY**



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# CHECKLIST OF DOCUMENTS TO RETURN A

ITB # 1938-B-WEST FAYETTEVILLE PATH FROM SR 54 TO CS 894/ LESTER ROAD

*Return this checklist and the documents listed below with your submittal.*

Georgia Security and Immigration Compliance Act Affidavit	-----
Bid Form (see Bid Document C)	-----
Bid Bond *	-----
Project Pricing Sheet (3 pages) *	-----
DBE Goals Form	-----
Exceptions, if any	-----
Company Information Form	-----
GDOT Prequalification Contractors and Registered Subcontractors Table **	-----
Letter certifying three years of existence and no contract default (see Bid Document C1)	-----
Contractor Experience Form	-----
Federal Aid Certification (Equal Employment Opportunity)	-----
Non-Collusion Certification	-----
Anti-lobbying Certification	-----
Suspension and Debarment Certification	-----
Signed Addendum, if any are issued	-----

\*Failure to execute and return this document will make the bid non-responsive and not eligible for award consideration.

\*\* Prior to issuing the Notice to Proceed, the Prime Contractor shall provide to Fayette County.

**COMPANY NAME:** \_\_\_\_\_

# CONTRACT DOCUMENT A1

## FAYETTE COUNTY, GEORGIA

### INTRODUCTION

The Fayette County will accept sealed bids from qualified Contractors for furnishing all labor, equipment, materials and other things necessary to complete the **PI 0012878 WEST FAYETTEVILLE PATH FROM SR 54 TO CS 894/ LESTER ROAD.**

The primary purpose of the project is to provide a connection between SR 54 and Lester Road through the implementation of a multi-modal trail for pedestrians and cyclists. The project is also to promote health and wellness of the general public through multi-modal transportation facilities and connectivity to key land uses in the City of Fayetteville. This project originated from Fayette County's application for Transportation Alternative Program (TAP) funding. The pedestrian bridge will be located approximately one quarter mile to the west of Piedmont Fayette Hospital and the intersection of Togwatee Village Parkway at SR 54. The pedestrian bridge will connect at grade with the future proposed multi-use trail along SR 54 which will connect to the existing network of multi-use trails in Fayetteville and the unincorporated County. The path will be open 24 hours a day and seven days a week. The proposed facility will be monitored by the City of Fayetteville Police Department. Maintenance of the multi-use path and pedestrian bridge will be provided by the City of Fayetteville.

Instructions for preparation and submission of a bid are contained in this Invitation for Bid package. Please note that specific forms for submission of a bid are required. Bids must be printed in ink. Bidder must show unit prices and extensions for each item, subtotal for each group, and total amount.

Bid questions should be submitted in writing to Sherry White, Contract Administrator via e-mail at: [swhite@fayettecountyga.gov](mailto:swhite@fayettecountyga.gov).

# CONTRACT DOCUMENT B

## FAYETTE COUNTY, GEORGIA

### GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “Contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “County” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** As appropriate, the County will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the County’s website at [www.fayetteCountyga.gov](http://www.fayetteCountyga.gov). It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a sealed opaque envelope with the following information written on the outside of the envelope:
  - a. The bidder’s company name,
  - b. The bid number, which is **#1938-B**, and
  - c. The bid name, which is ***West Fayetteville Path From SR 54 to CS 894 / Lester Road***

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, GA 30214  
Attention: Contracts Administrator



You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the County.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **GDOT Standard Specifications Incorporated:** The GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition, and applicable special provisions and supplemental specifications apply to any contract resulting from this solicitation.
14. **Testing:** All testing is to meet the requirements outlined in the GDOT Sampling, Testing, & Inspection Guide.
15. **GDOT Qualified Products List:** The contractor shall use suppliers on the appropriate GDOT Qualified Products List.
16. **Quantities are Estimates:** Quantities listed herein are estimates. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the bid of the successful bidder.
17. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Unless otherwise stated, alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately

serve the use and purpose for which intended.

18. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the “Exceptions to Specifications” sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
19. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the bidder’s request, and at the bidder’s expense, if they are not destroyed by testing.
20. **Non-Collusion:** Each bidder shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.
21. **Bid Evaluation and Award:** If this Invitation to Bid includes a base bid and alternates, the low bid will be determined based on the sum of the base bid and any alternates selected by the County. If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
22. **Payment Terms and Discounts:** The County’s standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the bid, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
23. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and

otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).

24. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.

25. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

26. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.

27. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.

28. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence,

including bodily injury and property damage liability.

- c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia  
140 Stonewall Avenue West  
Fayetteville, GA 30214

29. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
30. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance bond equal to 100 percent of the contract amount, and payment bond equal to 110 percent of the contract amount, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
31. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
32. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
33. **Full Opportunity to Submit Bids:** Fayette County, Georgia 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 grounds of race, color, sex, or national origin in consideration for an award.
34. **Small, Minority, & Women's Business Enterprise Opportunities (FHWA Construction 2 CFR 200.321(b)(6)):** If the contract is with a prime Contractor, and subcontracts are to be let, the Contractor shall take the affirmative steps listed below:
- Place qualified small and minority businesses and women's business enterprises on

- solicitation lists;
  - b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - e. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
35. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
36. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred, or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
37. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event any Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
38. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
39. **Breach of Contract:** In the event that the Contractor or a subcontractor should violate or breach contract terms, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten (10) days

and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day time, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.

40. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
41. **Access to Records:** The Contractor will allow access by the federal grantor agency, the County, the Federal Emergency Management Agency, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
42. **Records Retention:** The Contractor shall retain all records pertaining to the contract for three years after the County makes final payments to the Contractor, and all other pending matters are closed.

# CONTRACT DOCUMENT B2

## FAYETTE COUNTY, GEORGIA

### PROJECT-SPECIFIC TERMS AND CONDITIONS

- A. **Reference and Incorporation of GDOT Specifications** - Unless noted otherwise in this Invitation to Bid (ITB), the Georgia Department of Transportation's (GDOT's) *Standard Specifications Construction of Transportation Systems*, most recent edition, which is incorporated by reference, shall dictate the work and contractual requirements for this project. The Bidder is responsible for being familiar with and understanding the requirements set forth therein. Fayette County is owner of the project and shall serve as the administrator of the Contract in lieu of "The Department."

For purposes of this ITB document and the incorporated GDOT specifications, "The Department" refers to the State of Georgia's Department of Transportation.

In the event there is a conflict between this ITB and the GDOT Specifications, the ITB shall govern.

- B. **Schedule** - Time is of the essence. The project requires that the Contractor **substantially complete the work within five hundred forty-eight (548) calendar days from the Date of Commencement (DOC) and fully complete the work within seven hundred thirty (730) calendar days from the DOC**. Contract time is measured on a Calendar Day basis and includes County Holidays and weekends. County reserves the right to apply liquidated damages.

- C. **County Holidays** - The Contractor shall not work on a County Holiday unless written approval is provided by Fayette County at least three days prior to the Holiday. Upcoming County Holidays are:

1/18/2021	11/11/2021	12/24/2021
5/31/2021	11/25/2021	12/31/2021
7/5/2021	11/26/2021	01/01/2022
9/6/2021	12/23/2021	

- D. **Section 105.05 Cooperation by Contractor** - The Contractor will be supplied with two hardcopy sets and one portable document file (PDF) copy of the approved Plans and Contract assemblies including Special Provisions. The Contractor shall always keep one hard copy set on the project site.
- E. **Section 105.09 Authority and Duties of the Resident Engineer** - The Resident Engineer shall be designated by Fayette County.
- F. **Section 105.10 Duties of the Inspector** - Inspectors may be employed by Fayette County

or the Georgia Department of Transportation.

- G. **Permits and Licenses** - Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents.
- H. **Contractor Supervision and Work Coordination** - The Contractor shall supervise and direct the work. He/she shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, including traffic control. The Contractor shall employ and maintain onsite a qualified supervisor or superintendent who will be designated in writing by the Contractor as the Contractor's site representative. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall always be present on the site as required to perform adequate supervision and coordination of the work.
- I. **Workmanship Guarantee** - The Contractor shall warranty and guarantee all materials supplied, equipment furnished, and work performed to be free from defects (resulting from faulty materials supplied or workmanship) for a period of eighteen (18) months from the date of Substantial Completion.

The Owner shall give notice of observed defects with reasonable promptness and the Contractor shall have 45 days to address the issue(s). If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. If different guarantees or warranties are required in the technical specifications for specific items, then the more stringent (i.e., longer) apply.

- J. **Special Allowance** - Due to the nature of the project and the potential for unforeseen conditions, it is anticipated that some additional work or modification to the scope may be required. A \$200,000.00 Allowance is to be included in the Base Bid, to be used to cover Claims (Section 105.13) or Extra Work (Section 109.05). The procedures for submitting such requests are documented in the referenced Sections. If approved, the amount of the Claim or Extra Work will be deducted from the Allowance. Requests greater than the amount available in the Allowance category will require approval from the Fayette County Board of Commissioners. Any allowance remaining unused at the end of the project will be deducted from the Contract amount by a Supplemental Agreement.



# CONTRACT DOCUMENT C

FAYETTE COUNTY, GEORGIA

## BID FORM

**Owner:**

Fayette County Government  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Attention: Contracts Administrator

**Bidder's Name and Address:**

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Georgia Utility Contractor License Number (If Applicable):

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**Due Date:**

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Gentlemen/ Ladies:

Pursuant to and in compliance with the Bid/Instructions to Bidder and the Contract Documents relating to the construction of:

**West Fayetteville Path from SR 54 to CS 894/Lester Road**

The undersigned \_\_\_\_\_, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed in accordance with the Contract Documents, and having fully inspected the site and all particulars, hereby proposes and agrees to **substantially complete the work and fully complete the work on time per Document B2, B. Schedule** and in strict accordance with the Contract Documents A through N, including furnishing any and all labor and materials and to do all of the work in accordance with the Contract Documents for sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) hereinafter referred to as the Base Bid;

The undersigned \_\_\_\_\_, as Bidder hereby declares that the only persons interested in this Bid are named herein, that no other person has any interest in this Bid or in the Contract Documents to which this Bid pertains, that this Bid is made

without connection or arrangement with any other person and that this Bid is in every respect fair, and is submitted in good faith and without collusion or fraud.

The Bidder further declares that he has satisfied himself fully relating to all matters and conditions with respect to the work to which this Bid pertains.

The bidder proposes and agrees, if this Bid should be accepted, to execute, without modification, all Contract Documents and deliver all required bonds immediately.

All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents.

# CONTRACT DOCUMENT C1

## FAYETTE COUNTY, GEORGIA

### BIDDER'S QUALIFICATIONS

In addition to other requirements specified within the Bid Package, bidders shall meet the following minimum qualifications in order to be considered responsive and responsible. The bidder shall provide sufficient documentation to demonstrate these qualifications are satisfied. Minimum submittal requirements are indicated in italics.

1. Company contact information. *Provide a completed "Company Information Form".*
2. Identify the project team. The Prime Contractor and/or Subcontractors shall be GDOT prequalified in GDOT work class areas as defined in Contract Document C3. *Provide a completed "GDOT Prequalification Contractors and Registered Subcontractors Table." Identify the Contractor's Project Manager and Field Supervisor.*
3. The Prime Contractor shall have been in business under the present company name for a minimum of three (3) years and shall not have been declared in default on any construction contract within that time. *Provide a letter on company letterhead and signed by the President/CEO certifying this information.*
4. The Contractor and/or the designated Subcontractors shall have, within the past five years, successfully completed at least three transportation projects that included path construction, traffic signal installation, or similar roadwork. *Provide a completed "Contractor Experience Form" demonstrating the requested experience.*

# **CONTRACT DOCUMENT C2**

**FAYETTE COUNTY, GEORGIA**

## **COMPANY INFORMATION FORM**

### **COMPANY**

Company Name:

Physical Address:

Mailing Address (if different):

### **AUTHORIZED REPRESENTATIVE**

Signature:

Printed or Typed Name:

Title:

Email:

Address:

Phone Number:

Fax Number:

### **PROJECT CONTACT PERSON**

Name:

Title:

Office Number:

Cell Number:

Email Address:

# CONTRACT DOCUMENT C3

## GEORGIA DEPARTMENT OF TRANSPORTATION

### PREQUALIFICATION CONTRACTORS AND REGISTERED SUBCONTRACTORS TABLE

ITB # 1938-B: WEST FAYETTEVILLE PATH FROM SR 54 TO CS 894/ LESTER ROAD

Work Class	Description	GDOT Vendor Name	GDOT Vendor ID
150	Traffic Control		
163	Miscellaneous Erosion Control Items		
167	Water Quality Monitoring		
205	Roadway Excavation		
310	Graded Aggregate Construction		
<b>439*</b>	<b>PCC Pavement</b>		
<b>441*</b>	<b>Miscellaneous Concrete</b>		
<b>500*</b>	<b>Concrete Structures (Bridges &amp; Culverts)</b>		
<b>501*</b>	<b>Steel Structures</b>		
<b>511*</b>	<b>Reinforcement Steel</b>		
<b>520*</b>	<b>Piling</b>		
<b>550*</b>	<b>Strm Dr Pipe, Pipe-Arch Clvt, Sd Dr Pipe</b>		
603a	Hauling Rip Rap to Project, All Sizes		
636	Highway Signs		
643	Fence (Chain Link, Woven Wire, Barbed Wire)		
652	Painting Traffic Stripe		
653	Thermoplastic Traffic Stripe		
668	Miscellaneous Drainage Structures		
700	Grassing		

**\*Please see below for additional information regarding these particular pre-qualifications.**

It is the project's intent that a GDOT prequalified contractor and/or registered subcontractor be used to perform all work in the above-listed work classes. **At a minimum, the Prime Contractor shall be Prequalified in at least one of the following Work Classes: 439, 441, 500, 501, 511, 520, and 550. In addition, a prequalified or registered subcontractor shall be used to perform the work for any required work class (i.e., 439, 441, 500, 501, 511, 520, and 550) that the Prime is not certified in, unless approved otherwise by the Project Engineer.**

**\*If not provided with the bid, the Prime Contractor shall provide the list of subcontractors that meet the required work classes to the Fayette County Purchasing Department within seven calendar days following a written request to do so. Failure to submit the information within the seven-day period may disqualify the bid. Fayette County must receive this information prior to issuing a Notice of Award.**

List below any other subcontractors, by name and address, that may be used on the project for work in areas beyond those identified above. Use additional sheets as needed. A comprehensive list of all subcontractors, regardless of work class, shall be provided to Fayette County prior to issuance of a Notice to Proceed.

Subcontractor 1	
Address1	
Subcontractor 2	
Address2	
Subcontractor 3	
Address3	
Subcontractor 4	
Address4	

GDOT's Form DOT 485 shall be used to request subcontractor approval prior to the NTP and to request a change to a subcontractor over the course of the project, if needed.

# CONTRACT DOCUMENT C4

FAYETTE COUNTY, GEORGIA

## CONTRACTOR EXPERIENCE FORM

### Project 1

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

### Project 2

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	

## CONTRACTOR EXPERIENCE FORM - continued

### Project 3

Project Name	
Project Location	
Owner Name	
Owner Telephone & Email	
Date of Award	
Date of Completion	
Contract Amount (\$)	
Project Description	



# CONTRACT DOCUMENT D

## FAYETTE COUNTY, GEORGIA

### PLAN LIST

Drawing No.	Description	Date
1-0001	COVER SHEET	
2-0001	INDEX	
3-0001	REVISION SUMMARY SHEET	
4-0001 TO 4-0003	GENERAL NOTES	
5-0001	TYPICAL SECTIONS (WOOD FENCE DETAIL INCLUDED)	
6-0001 TO 6-0002	SUMMARY OF QUANTITIES	
7-0001	QUANTITIES REQUIRED BY AMENDMENT SHEET	
8-0001	QUANTITIES REQUIRED BY CONSTRUCTION SHEET	
13-0001 TO 13-0011	MAINLINE PLAN AND PROFILE SHEETS	
20-0001	STAGING DETAILS	
21-0001 TO 21-0002	DRAINAGE AREA MAP	
22-0001 TO 22-0003	DRAINAGE PROFILES	
23-0001 TO 23-0016	CROSS-SECTIONS	
24-0000 TO 24-0011	UTILITY PLAN SHEETS	
26-0001 TO 26-0011	SIGNING AND MARKING PLANS	
32-0001 TO 32-0004	RETAINING WALL PLANS	
35-0001 TO 35-0006	BRIDGE PLANS	
38-0001 TO 38-0003	SPECIAL CONSTRUCTION DETAILS	

### GEORGIA CONSTRUCTION DETAILS (NOT INCLUDED IN BID PACKAGE)

Drawing	Description	Date (Revision Date if Applicable)
40-0001	A-1 DRIVEWAYS WITH TAPERED ENTRANCES CONCRETE VALLEY GUTTERS	07-2011
40-0002	A-3 CONCRETE SIDEWALK DETAILS CURB CUT (WHEELCHAIR RAMPS)	09-2016
40-0003	A-4 DETECTABLE WARNING SURFACE TRUNCATED DOME SIZE, SPACING AND ALIGNMENT REQUIREMENTS	06-2009
40-0004	D-7 BERM DITCHES. SIDE DITCHES. SURFACE DITCHES	07-1980
40-0005	D-10 4' CONCRETE DITCH PAVING DETAILS & QUANTITIES	01-1988
40-0006	T-1 SIGN PLATES	01-2000

40-0007	T-2 DETAILS FOR TYPICAL FRAMING	03-2000
40-0008	T-3A TYPE 7, 8. AND 9 SQUARE TUBE POST INSTALLATION DETAIL	07-2002
40-0009	T-11A DETAILS OF PAVEMENT MARKING PLACEMENT OF NON-LIMITED ACCESS ROADWAYS	09-2016
41-0001	1030D CONCRETE AND METAL PIPE CULVERTS SHEET 1 OF 3	09-2001
41-0002	1030D CONCRETE AND METAL PIPE CULVERTS SHEET 2 OF 3	09-2001
41-0003	1030D CONCRETE AND METAL PIPE CULVERTS SHEET 3 OF 3	09-2001
41-0004	1120 FLARED END SECTIONS FOR PIPES	06-2006
41-0005	1122 SAFETY END SECTION(METAL) (FOR SIDE DRAINPIPE OR STORM DRAINPIPE PARALLEL TO MAINLINE) (SHEET 1 OF 3)	01-2005
41-0006	1122 SAFETY END SECTION (METAL) (FOR SIDE DRAINPIPE OR STORM DRAINPIPE PARALLEL TO MAINLINE) (SHEET 2 OF 3)	01-2005
41-0007	1122 SAFETY END SECTION(CONCRETE) (FOR SIDE DRAINPIPE OR STORM DRAINPIPE PARALLEL TO MAINLINE) (SHEET 3 OF 3)	01-2005
41-0008	2400-1 INDEX OF REINFORCED CONCRETE BOX CULVERTS (SHEET 1 OF 1)	09-2017
41-0009	2401-1 REINFORCED CONCRETE BOX CULVERTS (SHEET 1 OF 3)	09-2017
41-0010	2403-2-M REINFORCED CONCRETE SINGLE BOX CULVERT 10'X5', 10'X6', 10'X7', 10'X8' (SHEET 2 OF 3)	09-2017
41-0011	3901 BAR BENDING DETAILS	08- 1969
41-0012	9013 CONCRETE SPILLWAYS (TYPICAL USE: ALONG ROADWAY AT END OF CURB)	02-1981
41-0013	9029B PERFORATED UNDERORAIN	08-1983
41-0014	9031R PLACING ROOF DRAINPIPE UNDER SIDEWALK - RAMP TYPE BARRICADE - PIPE HANDRAIL FOR RETAINING WALL PIPE HANDRAIL FOR CONCRETE STEPS	10-1988
41-0015	9031S MEDIAN DROP INLET (PRECAST OR BUILT- IN-PLACE) AND CONCRETE APRON	04-1996
41-0016	9031U JUNCTION BOXES (PRECAST OR BUILT-IN- PLACE) PIPE COLLARS, PIPE ELBOW AND PIPE CURVED ALIGNMENT	07-1985
41-0017	9032B CONCRETE CURB AND GUTTER, CONCRETE CURBS, CONCRETE MEDIANS	02-2020
41-0018	9100 TRAFFIC CONTROL GENERAL NOTES, STANDARD LEGEND AND MISCELLANEOUS DETAILS	03-2006

<b>Drawing No.</b>	<b>Description</b>	<b>Revision Date</b>
50-0001	EROSION CONTROL COVER SHEET	
51-0001 TO 51-0005	ESPC GENERAL NOTES	
52-0001 TO 52-0007	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET (SHEETS 1-7)	
53-0001	ESPCP DRAINAGE AREA MAP	
54-0001 TO 54-0033	BMP LOCATION DETAILS	
55-0001	EROSION CONTROL WATERSHED MAP- SITE MONITORING	

**GEORGIA EROSION DETAILS (NOT INCLUDED IN BID PACKAGE)**

<b>Drawing No.</b>	<b>Description</b>	<b>Revision Date</b>
56-0001	D-9 CONCRETE FLUMES TYPES 'A' & 'B'	10-1983
56-0002	D-19 TEMPORARY PIPE SLOPE DRAIN WITH DRAIN INLET	02-2000
56-0003	D-20 SILT CONTROL GATES FOR STRUCTURES TYPE -1, 2, AND 3	04-2016
56-0004	D-24A TEMPORARY SILT FENCE (SHEET 1 OF 4)	01-2011
56-0005	D-24B TEMPORARY SILT FENCE BERM DITCH, INSTALLATION, BRUSH BARRIER (SHEET 2 OF 4)	01-2011
56-0006	D-24C TEMPORARY SILT FENCE J-HOOKS, INLET SEDIMENT TRAPS (SHEET 3 OF 4)	01-2011
56-0007	D-24D TEMPORARY SILT FENCE FABRIC CHECK DAM (SHEET 4 OF 4)	07-2015
56-0008	D-35 PERMANENT SOIL REINFORCING MAT (TURF REINFORCING MAT INSTALLATION ON DITCHES)	01-2011
56-0009	D-41 CONSTRUCTION EXIT	04-2018
56-0010	D-42 INLET SEDIMENT TRAPS	05-2008
56-0011	D-43 ROCK FILTER DAM	04-2016
56-0012	D-52 BALED STRAW	04-2016
56-0013	D-55A OUTLET APRON (SHEET 1 OF 2)	04-2016
56-0014	D-55B OUTLET APRON (SHEET 2 OF 2)	04-2016
56-0015	D-56 STONE RIPRAP AND SANDBAG TEMPORARY CHECK DAMS	11-2018

# CONTRACT DOCUMENT E

## FAYETTE COUNTY, GEORGIA

### PROJECT PRICING SHEET (3 pages)

Please provide total cost for each item listed, including all costs, direct and indirect, and all things necessary.

JOB NUMBER : 0012878      SPEC YEAR: 13      DESCRIPTION: SR 54 PED BRIDGE & TRAIL						
ITEMS FOR JOB 0012878						
LINE	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0055	150-1000	TRAFFIC CONTROL - 0012878	1	LS		
0059	156-0100	GPS DATA COLLECTION & SUBMITTAL	1	LS		
0060	210-0100	GRADING COMPLETE - 0012878	1	LS		
0063	205-0210	EXCAVATION - ROCK	500	CY		
0065	636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9	16	SF		
0066	636-1036	HWY SGN,TP1MAT,REFL SH TP 11	85	SF		
0075	441-0105	CONC SIDEWALK, 5 IN	6001	SY		
0079	439-0300	PERVIOUS CONCRETE PVMT, 6 IN THK	224	SY		
0080	163-0232	TEMPORARY GRASSING	3	AC		
0085	163-0240	MULCH	98	TN		
0090	163-0300	CONSTRUCTION EXIT	5	EA		
0092	163-0541	CONSTR & REM ROCK FILTER DAMS	6	EA		
0100	165-0030	MAINT OF TEMP SILT FENCE, TP C	6650	LF		
0110	165-0101	MAINT OF CONST EXIT	5	EA		
0112	165-0110	MAINT OF ROCK FILTER DAM	6	EA		
0120	534-1000	PEDESTRIAN OVERPASS BRIDGE,STA 142+90.31	1	LS		
0130	171-0030	TEMPORARY SILT FENCE, TYPE C	13300	LF		
0135	643-8200	BARRIER FENCE (ORANGE), 4 FT	1070	LF		
0140	700-6910	PERMANENT GRASSING	6	AC		
0149	603-2036	STN DUMPED RIP RAP, TP 1, 36	173	SY		
0150	603-2181	STN DUMPED RIP RAP, TP 3, 18	128	SY		
0160	550-1180	STM DR PIPE 18,H 1-10	222	LF		
0165	550-1184	STM DR PIPE 18,H 25-30	70	LF		
0170	550-1360	STM DR PIPE 36,H 1-10	42	LF		
0175	627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO 1	61	SF		
0179	627-1000	MSE WALL FACE, 0 - 10 FT HT, WALL NO 2	306	SF		
0180	627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO 1	1011	SF		
0185	627-1010	MSE WALL FACE, 10 - 20 FT HT, WALL NO2	2941	SF		
0190	627-1020	MSE WALL FACE, 20 - 30 FT HT, WALL NO 1	3359	SF		

JOB NUMBER : 0012878

SPEC YEAR: 13

DESCRIPTION: SR 54 PED BRIDGE &amp; TRAIL

## ITEMS FOR JOB 0012878

LINE	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0194	627-1020	MSE WALL FACE, 20 - 30 FT HT, WALL NO 2	921	SF		
0195	627-1030	MSE WALL FACE, GTR 30 FT HT, WALL NO 1	3501	SF		
0200	207-0203	FOUND BK FILL MATL, TP II	265	CY		
0205	627-1180	ADDITIONAL MSE BACKFILL	9	CY		
0210	652-2502	SOLID TRAF STRIPE, 5 IN, YELLO	1	LM		
0211	652-5701	SOLID TRAF STRIPE, 24, WHITE	33	LF		
0215	653-1704	THERM SOLID TRAF STRIPE, 24, WH	24	LF		
0216	653-1804	THERM SOLID TRAF STRIPE, 8, WH	486	LF		
0219	653-2502	THERMO SOLID TRAF ST, 5 IN YE	0	LM		
0220	634-1200	RIGHT OF WAY MARKERS	157	EA		
0225	627-1100	COPING A, WALL NO - WALL NO. 1	61	LF		
0230	627-1100	COPING A, WALL NO - WALL NO. 2	116	LF		
0235	627-1120	COPING B, WALL NO - WALL NO. 1	256	LF		
0240	627-1120	COPING B, WALL NO - WALL NO. 2	158	LF		
0245	636-2070	GALV STEEL POSTS, TP 7	483	LF		
0250	441-0204	PLAIN CONC DITCH PAVING, 4 IN	80	SY		
0260	523-1100	DYNAMIC PILE TEST - 0012878	2	EA		
0265	520-1151	PIL-IN-PL, STEEL H, HP 14 X 89	630	LF		
0269	500-3101	CLASS A CONCRETE	24	CY		
0270	500-3002	CL AA CONCRETE	234	CY		
0275	500-3200	CL B CONC	5	CY		
0279	603-6006	SAND-CEMENT BAG RIP RAP, 6 IN	3	SY		
0280	668-2100	DROP INLET, GP 1	2	EA		
0285	550-4218	FLARED END SECT 18 IN, ST DR	9	EA		
0290	550-4236	FLARED END SECT 36 IN, ST DR	2	EA		
0295	167-1000	WATER QUALITY MONITORING AND SAMPLING	6	EA		
0300	167-1500	WATER QUALITY INSPECTIONS	18	MO		
0315	511-1000	BAR REINF STEEL	21248	LB		
0320	573-2010	UNDDR PIPE INCL DRAIN AGGR 10	491	LF		

JOB NUMBER : 0012878      SPEC YEAR: 13      DESCRIPTION: SR 54 PED BRIDGE & TRAIL						
ITEMS FOR JOB 0012878						
LINE	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0322	611-8050	ADJUST MANHOLE TO GRADE	1	EA		
0330	163-0529	CNST/REM TEMP SED BAR OR BLD STRW CK DM	585	LF		
0331	163-0529	CNST/REM TEMP SED BAR OR BLD STRW CK DM- AS NEEDED	1070	LF		
0332	165-0071	MAINT OF SEDIMENT BARRIER - BALED STRAW	293	LF		
0333	165-0071	MAINT OF SEDIMENT BARRIER - BALED STRAW- AS NEEDED	535	LF		
0334	165-0041	MAINT OF CHECK DAMS - ALL TYPES	55	LF		
0340	163-0527	CNST/REM RIP RAP CKDM,STN P RIPRAP/SN BG	11	EA		
0350	163-0550	CONS & REM INLET SEDIMENT TRAP	3	EA		
0355	165-0105	MAINT OF INLET SEDIMENT TRAP	3	EA		
0365	163-0503	CONSTR AND REMOVE SILT CONTROL GATE,TP 3	4	EA		
0375	165-0087	MAINT OF SILT CONTROL GATE, TP 3	2	EA		
0380	711-0100	TURF REINFORCING MATTING, TP 1	1114	SY		
0385	711-0200	TURF REINFORCING MATTING, TP 2	762	SY		
0390	603-7000	PLASTIC FILTER FABRIC	1050	SY		
0395	700-8100	FERTILIZER NITROGEN CONTENT	287	LB		
0400	700-8000	FERTILIZER MIXED GRADE	7	TN		
0405	700-7000	AGRICULTURAL LIME	18	TN		
0413	163-0520	CONSTR AND REMOVE TEMP PIPE SLOPE DRAIN	252	LF		
0414	716-2000	EROSION CONTROL MATS, SLOPES	7300	SY		
0419	441-7011	CURB CUT WHEELCHAIR RAMP, TYPE A	1	EA		
0424	441-7013	CURB CUT WHEELCHAIR RAMP, TYPE C	1	EA		
0429	441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	2	EA		
0434	310-1101	GR AGGR BASE CRS, INCL MATL	923	TN		
0439	222-0900	GRANITE FINES (M-10)	66	CY		
0444	754-4000	WASTE RECEPTACLE UNIT	2	EA		
0449	754-5000	BENCH	2	EA		
0454	999-0100	*ARCHITECTURAL CONSTRUCTION	1	LS		
0459	643-8300	ORNAMENTAL FENCE	2175	LF		
0464	610-0200	REM CH LK FENCE,ALL SIZES&TYPE	76	LF		
0469	611-5029	RESET CH LK FEN,ALL SIZES/TPS	76	LF		
ALLOWANCE						\$200,000.00
TOTAL BID PRICE						
*THREE KIOSKS AND THEIR FOOTINGS WILL BE PAID UNDER 999-0100 ARCHITECTURAL CONSTRUCTION (LS). KIOSK'S CONSTRUCTION DETAIL IS ON SHEET 38-0003.						

# CONTRACT DOCUMENT F

## FAYETTE COUNTY, GEORGIA

### SCOPE OF WORK

**Section 109 of GDOT Supplemental Specification Book 2016 Edition provides for Measurement and Payment.** Measurement and payment for this project will be in accordance with the contract documents.

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

The proposed project is a multi-use trail that connects Piedmont Fayette Hospital on SR 54 to Lester Road in Fayette County, GA. The trail will bridge over SR 54 with a prefabricated multi-use bridge and extend through commercial and rural land ultimately tying into an existing trail facility along Lester Rd. The trail width is 12' wide and approximately 0.889 mile long.

Work generally includes trail and bridge construction, including but not limited to grading, drainage, utilities, erosion control, concrete paving, and pavement striping and signage.

Notwithstanding the foregoing, the undersigned Contractor \_\_\_\_\_ agrees to perform all work required to complete the project in accordance with the plans and technical specifications and Contract Documents as determined by the Engineer. Contractor agrees if any work is required in order to carry complete the project in accordance with industry standard and/or the plans but is not referenced in the technical specifications, plans or this scope of work, such work is hereby incorporated into the scope of work by this reference. The Contractor agrees that the scope of work to be performed by the Contractor includes all work required to complete the project in accordance with industry standard and the Contract Documents.

# CONTRACT DOCUMENT G

## FAYETTE COUNTY, GEORGIA

### CONSTRUCTION CONTRACT

Owner: Fayette County  
Address: 140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214

Project Manager: Phil Mallon, P.E., Fayette County Public Works  
Telephone No.: 770-320-6009

Contractor:  
Address:

Project Manager:  
Telephone No.:

Project: **West Fayetteville Path from SR 54 to CS 894/Lester Road**

Engineer Name: AECOM  
Address: One Midtown Plaza  
1360 Peachtree Road, NE  
Atlanta, GA 30309

Contact Person: Mickey O'Brien  
404-271-1879

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Fayette County, Georgia (hereafter "Owner") and \_\_\_\_\_ (hereafter "Contractor") in consideration for the agreements herein contained the parties agree as follows:



## **ARTICLE 1 CONTRACT DOCUMENTS/RESOLUTION OF CONFLICTS**

Contract Document(s) shall mean and includes Contract Documents A through N listed as follows: A. Introduction, B. General Terms and Conditions, B2. Project-specific Conditions and Terms, C. Bid Form, C1. Bidder's Qualifications, C2. Company Information Form, C3. Prequalification Contractors and Registered Subcontractors Table, C4. Contractor Experience Form, D. Plan List, E. Project Pricing Sheet (3 pages), F. Scope of Work, G. Construction Contract, H. General Conditions of the Contract, I. Bid Bond, J. Payment Bond, K. Performance Bond, L. Supplemental Conditions, M. Special Provisions, and including all other documents listed in this Agreement and Modifications issued after execution of this Agreement; these are hereby incorporated as part of this Agreement as if fully restated herein. The Contract Documents represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Contractor hereby acknowledges receipt of all Contract Documents.

In the event there is any actual or perceived conflicts between any word, term, paragraph, section, or provision of the Contract documents then such conflict shall be resolved by applying the word, term, paragraph, section, or provision of the higher-ranking document. The Contract Documents shall rank in the following order with number 1 being the highest-ranking document and the remaining documents descending in rank therefrom:

- 1.) Fully Executed Change Order Forms
- 2.) Plans – See Contract Document D for the list
- 3.) Technical Specifications – Contract Document M
- 4.) General Terms and Conditions – Contract Document B
- 5.) Project-specific Terms and Conditions – Contract Document B2
- 6.) Supplemental Conditions – Contract Document L
- 7.) Scope of Work – Contract Document F
- 8.) Construction Contract and General Conditions of the Contract – Contract Document G&H
- 9.) Bid Form – Contract Document C, C1-C4
- 10.) Contractor Qualifications – Contract Document C1

## **ARTICLE 2 SCOPE OF WORK**

The Contractor shall provide all labor, supervision, and materials, and everything of every sort which may be necessary for completion in a good and workmanlike manner of the Work included in the Contract Documents (Work) and as may be described in Contract Document F and M and according to the true intent and meaning of the plans and technical specifications, whether the same may or may not be particularly described therein, provided the same may be reasonably inferred therefrom. All Work indicated or described in the plans or technical specifications shall be covered by this contract to the same extent as if described in both.

## **ARTICLE 3 MEETINGS AND DATE OF COMMENCEMENT**

1. A preconstruction conference shall be held prior to commencement of work. Attendees shall include

but not be limited to Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager.

2. The DBE firms to be used on this project as identified on the DBE Goals Form are to be invited to the pre-construction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.
3. The Contract Time shall be measured from the date stipulated in the Notice to Proceed.

## **ARTICLE 4 PAYMENT PROCEDURE**

### **(a) Progress Payments**

1. Based upon Applications for Payment submitted to the Sponsor's Representatives by the Contractor and approval thereof by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. Payment Terms shall follow Contract Document B – General Terms and Conditions, section 22 Payment Terms and Discounts.
3. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require.
4. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
5. Owner shall not retain any portion of a payment made to the contractor.
6. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - a. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of Contract Sum allocated to that portion of the Work in the schedule of values.
  - b. Subtract the aggregate of previous payments made by the Owner; and
  - c. Subtract amounts, if any, for which the Engineer has charged to Contractor for failure to perform.

### **(b) FINAL PAYMENT**

The County shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the County, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the County.

## **ARTICLE 5 TERMINATION OR SUSPENSION**

SEE GENERAL CONDITIONS OF THE CONTRACT (CONTRACT DOCUMENT H).

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

This Agreement along with the contract documents constitutes the entire agreement of the parties. This Agreement may not be modified or amended except in writing signed by the parties and in accordance with the Contract Documents. No contemporaneous or future oral representation may be relied upon by either party. No term, word, covenant, condition, provision or obligation contain in this Agreement may be waived unless so waived in writing signed by the waiving party. The Agreement shall be governed by the substantive and procedural law of the State of Georgia.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

**OWNER:**  
**FAYETTE COUNTY, GEORGIA**

\_\_\_\_\_ [SEAL]

**BY:**

**ITS:**

**Address for Notices:**

Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Attention: Contracts Administrator

**With copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_ [SEAL]

**BY:**  
**ITS:**

**Address for Notices:**

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**With copy to:**

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# **CONTRACT DOCUMENT H**

## **FAYETTE COUNTY, GEORGIA**

### **GENERAL CONDITIONS OF THE CONTRACT**

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## **ARTICLE 1: DEFINITIONS**

### **(a) CONTRACT DOCUMENTS**

The Contract Documents form the Contract for Construction. The Contract Documents represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Engineer and Owner, (2) between the Owner and or Sub-Contractor or (3) between any persons or entities other than the Owner and Contractor.

### **(b) THE WORK**

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

### **(c) THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate Owners.

### **(d) THE PLANS**

The Plans are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

### **(e) THE TECHNICAL SPECIFICATIONS**

The Technical Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### **(f) THE PROJECT MANUAL-RESERVED**

### **(g) OWNER**

The Owner is the Fayette County, Georgia.

### **(h) CONTRACTOR**

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

### **(i) DAY**

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**(j) CLAIM**

A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**(k) ENGINEER**

Unless otherwise expressly stated in the Contract Documents, the Engineer shall be the Fayette County Director of Engineering and/or his designee.

**ARTICLE 2: CONSTRUCTION AND INTENT OF CONTRACT DOCUMENTS/OWNERSHIP OF CONTRACT DOCUMENTS**

**(a)** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance of any act by the Owner shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**(b) RESERVED**

**(c)** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

**(d)** Terms capitalized in these General Conditions include those, which are (1) specifically defined and (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the documents.

**(e)** In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**(f)** The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Engineer shall identify such unsigned Documents upon request.

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

**(h)** The Contractor may retain one record set of Plans and Specifications. Neither the Contractor nor any Sub-Contractor or material or equipment supplier shall own or claim a copyright in the Plans, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless

otherwise indicated the Engineer and the Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights.

### **ARTICLE 3: RIGHTS AND OBLIGATIONS OF OWNER**

#### **(a) OBLIGATIONS**

Contractor shall pay for necessary approvals, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Plans as are reasonably necessary for execution of the Work.

#### **(b) OWNER'S RIGHT TO STOP WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, or its designee, may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Owner or any other person or entity.

#### **(c) OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner, or its designee, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

### **ARTICLE 4: RIGHTS AND OBLIGATIONS OF CONTRACTOR**

**(a)** The Contractor shall perform the Work in accordance with the Contract Documents.

**(b)** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**(c)** Before starting each portion of the Work, Contractor shall carefully study and compare the various Plans and other Contract Documents relative to that portion of the Work, as well as all the Contract Documents and, shall take field measurements of any existing conditions related to that portion of the



Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require. Failure to report such errors and omissions shall be deemed a waiver and Contractor hereby assumes the risk of liability resulting therefrom.

**(d)** If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to this Article, the Contractor shall make request for extension of time as provided in Article 8. If the Contractor fails to perform the obligations of this Article, the Owner shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

**(e)** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner.

**(f)** The Contractor hereby indemnifies and holds harmless the Owner from and against the acts and omissions of the Contractor's employees, Contractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor.

**(g)** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

**(h)** The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**(i)** The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a properly executed Change Order.

**(j)** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. A person who is deemed to be unfit by the Owner, in its sole discretion, shall not be permitted to work on the project upon written notice from Owner.

**(k)** Without limiting any warranties that arise or are implied under Georgia Law, Contractor warrants to the Owner 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 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, may be considered defective in Owner's sole discretion.

**(l)** The Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work.

**(m)** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

**(n)** If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to its correction.

**(o)** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct. Unless otherwise provided in the Contract Documents:

1. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all requires taxes, less applicable trade discounts;

2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;

3. Whenever costs are less than allowances the Contract Sum shall be adjusted down accordingly.

**(p)** Materials and equipment under an allowance shall be selected by the Contractor in sufficient time to avoid delays in the Work.

**(q)** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**(r)** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Engineer's approval, Contractor's construction schedule for the Work. The schedule shall not exceed the Project Completion Date under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**(s)** The Contractor shall maintain at the site a copy of all Contract Documents and approved Shop Drawings, Product Data, Samples and similar required submittals.

**(t)** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

(u) The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

(v) The Contractor shall not damage or endanger a portion of the Work or fully or partially completed work of others by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by others except with written consent of the Owner.

(w) The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charged to the Contractor.

(x) The Contractor shall provide the Owner and Engineer access to the Work in preparation and progress wherever located.

## **ARTICLE 5: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES (RESERVED)**

## **ARTICLE 6: INDEMNIFICATION**

(a) To the fullest extent permitted by law, the Contractor hereby indemnifies and holds harmless the Owner, Engineer, Engineer's consultants, Owner's attorney, and the agents and employees of any of them ("Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to actual attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property caused in part or in whole by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Owner acknowledges that the work required hereby may require working in and around vehicular traffic and such work is inherently dangerous. Contractor hereby, to the fullest extent permitted by law, indemnifies and holds harmless the Owner, Engineer, Engineer's consultants, Owner's attorney, and the agents and employees of any of them from and against claims, damages, losses and expenses resulting from any accident, injury or damage cause to any employee, subcontractor of Contractor, or unrelated third party caused by a vehicle or vehicular traffic in the vicinity of the project site. Further, Contractor indemnifies the Indemnified Parties from and against any third-party claims for damages or for injury resulting from the description or interferences with vehicular or pedestrian traffic in the performance of the Work. Notwithstanding the foregoing, this indemnity shall not extend to cover any liabilities or damages caused by the sole negligence of Owner or the other indemnified parties.

(b) In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph (a) above shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a

Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 7: ENGINEER'S DUTIES**

**(a)** If the employment of the Engineer is terminated, the Owner shall employ a new Engineer and whose status under the Contract Documents shall be that of the former Engineer.

**(b)** The Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and under Georgia law.

**(c)** The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Owner's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**(d)** The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**(e)** Based on the Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**(f)** The Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work without regard to whether such Work is fabricated, installed or completed.

**(g)** The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, if any, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, or Owner, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Approval of submittals shall not be deemed an approval of such work as built. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which

the item is a component.

**(h)** The Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work.

**(i)** The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of Project Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Owner, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

**(j)** The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until 15 days after written request is made for them.

**(k)** Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

**(l)** The Engineer's decisions on matters relating to Contractor's performance will be final unless Owner serves a written notice of objection within seven (7) days.

## **ARTICLE 8: CLAIMS AND DISPUTES**

**(a)** Claims by the Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is earlier. Claims must be initiated by written notice to the Engineer and the Owner.

**(b)** Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make payments in accordance with the Contract Documents.

**(c)** RESERVED

**(d)** Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. All claims for additional cost shall be submitted within seven (7) calendar days of the event that Contractor believes gave use to its right to additional cost stating in such claim the amount and basis therefore with particularity. Further, Contractor shall state the reason such additional cost is merited. Such Claim shall be submitted to the Engineer for initial decision.

(e) All claims for an increase in contract time shall be submitted within seven (7) calendar days of the event that Contractor believes gave use to its right to stating in such claim the reason such increase in Contract Time is merited. Such Claim shall be submitted to the Engineer for initial decision.

(f) All other claims. All claims not enumerated herein, arising out of or in any manner relating to the work required by the Contract Documents shall be submitted to the Engineer for initial decision.

(g) Decision of Engineer. All Claims shall be referred to the Engineer for decision. A decision by the Engineer shall be required as a condition precedent to litigation of any Claims between the Contractor and Owner. The Engineer will not decide disputes between the Owner and persons or entities other than the Contractor.

(h) The Engineer will review Claims and within ten days of the receipt of the Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Engineer is unable to resolve the Claim if the Engineer lacks sufficient information to evaluate the merits of the Claim or if the Engineer concludes that, in the Engineer's sole discretion, it would be inappropriate for the Engineer to resolve the Claim.

(i) The Engineer will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Engineer shall be final and binding on the parties but subject to Paragraph J below.

(j) If either party is unsatisfied with the decision of the Engineer then such party may appeal the decision to the Superior Court of Fayette County, Georgia, provided, such appeal is filed no later than seven (7) calendar days after the Engineer delivers his decision. Parties hereby expressly waive any right to file an action seeking any legal or equitable remedy or declaration of rights after the passage of seven (7) calendar days.

(k) Upon receipt of a Claim against the Contractor or at any time thereafter, the Engineer or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Engineer or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

(l) If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Engineer.

## **ARTICLE 9: CONTRACTORS AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

(a) Unless otherwise stated in the Contract Documents the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for

each principal portion of the Work.

**(b)** The Contactor shall not contract with a proposed person or entity to whom the Owner or Engineer has made an objection. The Contractor shall not contract with anyone to whom the Owner has made an objection.

**(c)** The Contractor shall file a Notice of Commencement in the Fayette County, Georgia Superior Court in accordance with O.C.G.A. § 36-91-92.

**(d)** All subcontractors including DBE firms are to be GDOT registered subcontractors or prequalified contractors.

## **ARTICLE 10: RESERVED**

## **ARTICLE 11: CHANGES IN THE WORK, CHANGES TO THE CONTRACT & EXTRA WORK**

The Owner may, at its sole discretion, either before the commencement or during the construction of the Work or any portion thereof, order any extra work to be done and make any changes and alterations, which it may deem expedient, whether such changes increase or diminish the Work. GDOT is to give prior approval of all change orders before performing the extra work. The additional cost and time required to do the extra work, if any, shall be provided by the Contractor to the Owner in writing before such work commences. No change or alteration shall be made in the Work, except upon written order of the Owner on a Change Order form and no request for extra work orders will be granted without prior execution of a Change Order form. The amount to be paid by the Owner or allowed by the Owner by virtue of such change or alteration shall be stated in the Change Order Form. But should the Owner and Contractor disagree as to amount to be paid or allowed for such changes or alterations, the Contractor shall proceed to perform the extra work, if the Owner so directs in writing, and the determination of the quantities involved and the prices for same, shall be made after the extra work is completed. All orders for additional work exceeding the contract price must be approved by the Owner, Fayette County. No claims for extra work will be allowed unless authority for same, in writing has been obtained from the Engineer with the authorization of the Owner. As a condition precedent to payment by Owner to Contractor for any extra work performed by this Contractor, it shall be the responsibility of this Contractor to submit to the Engineer any and all bills, requisitions, invoices or other form of payment request for the said extra work within forty-five (45) days of approval of the said extra work by the Owner. Failure to comply with the above-specified time frame shall be deemed a waiver and Contractor agrees to forfeit any requirement for payment for the said extra work.

## **ARTICLE 12: TIME**

All work required by the Contract Documents shall be completed on such date stated in the Contract Document B2 Project Specific Terms and Conditions, Section B. Schedule. Provided, however, the time

required by the General Contract shall only be tolled by adverse weather pursuant to the following:

Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes allowance for calendar days on which work cannot be performed unless agreed upon in writing from the owner. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

Also, the Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch and the average temperature failed to exceed 40 degrees F., averaged from the Georgia Experiment Station weather station in Griffin, Georgia. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be done as specified in change order request procedures.

#### **ARTICLE 13: PAYMENTS AND COMPLETION RESERVED**

#### **ARTICLE 14: PROTECTION OF PERSONS AND PROPERTY SAFETY PRECAUTIONS AND PROGRAMS**

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall insure all work on the project site is performed in accordance with all State and Federal safety rules and regulations, specifically including all OSHA rules and regulations.

#### **SAFETY OF PERSONS AND PROPERTY**

(b) The Owner shall take all necessary precautions for safety of, and shall provide protection to prevent damage, injury or loss to:

1. Persons on the Project Site and other persons who may be affected by the Work thereon;
2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Owner or the Contractor or Sub-Contractors;
3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and



4. All personal property located on or adjacent to the Project Site.

(c) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

(e) When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

(f) The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to the sole negligence of the Owner or Engineer. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Article 6.

(g) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

(h) The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

#### **HAZARDOUS MATERIALS**

(i) If reasonable precautions will be inadequate to prevent foreseeable damage, bodily injury or death to person resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.

(j) The Contractor shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Owner and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Contractor shall furnish in writing to the Owner and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Owner and the Engineer will promptly reply to the Contractor in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Contractor. If either the Owner or Engineer has an objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner and Engineer have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner

and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**(k)** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Contractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party indemnified hereunder.

#### **DRUG FREE WORKPLACE**

**(l)** Contractor shall maintain a drug free workplace.

### **ARTICLE 15: INSURANCE AND BONDS**

#### **(a) OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **(b) PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

RESERVED

#### **(c) PERFORMANCE BOND AND PAYMENT BOND**

The Contractor shall furnish a payment and a performance bond to cover the faithful performance of the Contract and payment of obligations arising hereunder as stipulated in the Contract Documents and as required by Georgia law. In the event the Contract Amount is increased by duly authorized change order then Contractor shall immediately increase the penal amount of all Payment and Performance bonds in proportion to the increase in the Contract Amount.

### **ARTICLE 16 : UNCOVERING AND CORRECTION OF WORK**

**(a)** If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's examination and be replaced, if ordered by the Engineer, at the Contractor's expense without change in the Contract Time.

#### **(b) CORRECTION OF WORK**

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

**(c) AFTER PROJECT COMPLETION**

If, within one year after the date of Project Completion of the Work or designated portion thereof or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period (or longer applicable period) for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Article 3.

**(d) ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**ARTICLE 17: LIQUIDATED DAMAGES**

If Contractor fails to deliver work within the time specified in Contract Document B2 Project Specific Terms and Conditions, the owner shall be entitled to collect liquidated damages in accordance with Section 108.08 of the current GDOT Standard Specifications.

Contractor and Owner, covenant, agree and warrant that actual damages in the event of breach are difficult to estimate, that this Article 17 is intended to provide for damages not a penalty and that the per day amount stated herein is a reasonable estimate of the probable loss upon breach.

**ARTICLE 18: MISCELLANEOUS PROVISIONS**

**(a) GOVERNING LAW/FORUM**

The Contract Documents shall be governed by the substantive and procedural laws of the State of Georgia. Owner and Contractor hereby agree, covenant and warrant that the Superior Court of Fayette County, Georgia shall have sole personal and subject matter jurisdiction over any claims arising out of the Contract Documents or the Work required thereby. Parties hereby waive all objections based upon inconvenience of said forum.

**(b) SUCCESSORS AND ASSIGNS**

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If

either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract. The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

**(c) WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the address shown adjacent to the signature line hereof or at any other address listed as an address of the Owner or Contractor in the Contract Documents.

**(d) RIGHTS AND REMEDIES**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner or Engineer shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**(e) TESTS AND INSPECTIONS**

The Sponsor is to submit Form OM-LAP-1v7, Federal-Aid Local Let Projects Materials Quality Assurance, Revised July 13, 2016, to the GDOT Office of Materials prior to start of construction. The Sponsor is responsible for the quality acceptance testing usually through use of a consulting firm qualified in Area Classes 604a and 604b. GDOT will perform the Independent Assurance testing based on the specific certified testers identified on the Form OM-LAP-1v7. The Contractor is responsible for asphalt mixture acceptance testing at the plant and verification testing for compaction results from the roadway. See GDOT Local Administered Projects Manual, Chapter 11 and Appendix G, for specific requirements.

**(f) NONDISCRIMINATION**

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, sexual preference, disability 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, sexual preference, disability 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 by the contracting officer 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, sexual preference, disability or national origin.

(3) This Nondiscriminating clause must be incorporated into any subcontract executed by Contractor for

the performance of any one or more portion of the Work.

## **ARTICLE 19: TERMINATION**

**(a)** In the event Contractor fails to comply or becomes disabled from complying with the provisions of the Contract Documents as to character or time of performance, and the failure is not corrected within seven (7) calendar days after written request is made by Owner or Engineer to Contractor, or if such default cannot be remedied within such period and Subcontractor does not within said seven (7) day period commence and continue such act or acts as shall be necessary to remedy such default or neglect with diligence and promptness, Owner may take over and complete the performance of the work of the Contract Documents at the expense of Contractor, or without taking over the work, Contractor may furnish the necessary materials and/or employ the workmen necessary to remedy the situation at the expense of the Contractor. If Owner takes over the work pursuant to this paragraph, it is specifically agreed that Owner may take possession either in whole or in part of the premises and of all materials of Contractor at the site for the purpose of completing the work, and Contractor shall not be entitled to receive any further payments until the Work is completed and finally accepted. Upon completion and final acceptance of the work, Owner will determine the total expenses incurred and accrued in completion and/or correcting the work (including without limitation additional overhead and legal expenses incurred and accrued by Owner to effect such takeover and to complete the work, plus a mark-up for profit in the amount of 10% on the cost of the work performed by Owner's forces). If the balance of the Contract price unpaid at the time the work is taken over exceeds such total expense, the amount of such excess shall be paid to Owner from Contractor immediately upon demand. Improper termination under section 18(a) shall be deemed proper termination under section 18(b) of the Contract.

**(b)** The performance of Work under the Contract Documents may be terminated at the convenience of the Owner for any reason, or for no reason, in whole or in part, at any time, by written notice. In event of a termination for convenience, the Contractor will stop work and follow the Owner's instructions for winding down the job. In such event, the Contractor will be entitled to payment for work actually performed, provided such work conforms to the Contract Documents, as of the date of the notice of termination and has been incorporated in the Work. The Contractor shall not be entitled to payment for uncompleted work or anticipated profits or unabsorbed overhead or any other damages or costs resulting from termination pursuant to Section 18(b).

WHEREFOR, the undersigned parties \_\_\_\_\_ have set their hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[SIGNATURES ON NEXT PAGE]**

**OWNER:**

**FAYETTE COUNTY, GEORGIA**

\_\_\_\_\_ [SEAL]

**BY:**

**ITS:**

**Address for Notices:**

**Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Attention: Contracts Administrator**

**With copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_ [SEAL]

**BY:**

**ITS:**

**Address for Notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CONTRACT DOCUMENT I

FAYETTE COUNTY, GEORGIA

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we

Contractor Name:

Address:

Telephone No.:

as Principal, hereinafter called the Principal, and

Surety:

Address in Georgia:

Telephone No.:

A corporation duly organized under the laws of the State of Georgia  
as Surety, hereinafter called the Surety, are held and firmly bound unto

**Fayette County Government  
Purchasing Department  
140 Stonewall Avenue West, Suite 204  
Fayetteville, Georgia 30214  
Attention: Contracts Administrator**

As Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, the Principal has submitted a bid for

Project Name: **West Fayetteville Path from SR 54 to CS 894/Lester Road**

Project Address: SR 54 at Togwatee Village Parkway, Fayette County, Georgia

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into  
a Contract with the Obligee in accordance with the terms of the Obligee's Bid Package, and give such  
bond or bonds as may be specified in the Bid Package or Contract Documents with a Surety authorized to

do business in the State of Georgia for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (Seal)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title) (Seal)



# CONTRACT DOCUMENT J

## FAYETTE COUNTY, GEORGIA

### PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ [insert name of contractor] (hereinafter called the “Principal”) and \_\_\_\_\_ [insert name of surety] (hereinafter called the “Surety”), are held and firmly bound unto **the Fayette County, Georgia** (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of \_\_\_\_\_ [contract amount], lawful money of the United States of America, of the payment of which the Principal and the Surety bond themselves, their administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract, containing contract documents A through M, with the Owner, dated \_\_\_\_\_ [insert date of contract], which is incorporated herein by reference in its entirety (hereinafter called the “Construction Contract”), for the construction of a project known as:

#### **West Fayetteville Path from SR 54 to CS 894/Lester Road**

as more particularly described in the Construction Contract (hereinafter called the “Project”).

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Construction Contract.
2. In the event a Claimant files a claim against the Owner, of the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.

3. The Surety hereby waives notice of any and all modifications, omissions additions, changes, alterations, extensions of time, changes in payment terms, and any other amendment in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alternates, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last service, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. § 36-91-70, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-70, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

[Principal]

\_\_\_\_\_

\_\_\_\_\_  
Title

Attest:

Surety

\_\_\_\_\_

\_\_\_\_\_  
Title

# CONTRACT DOCUMENT K

## FAYETTE COUNTY, GEORGIA

### PERFORMANCE BOND

#### KNOW ALL MEN BY THESE PRESENTS

[name of CONTRACTOR] (hereinafter called the "Principal") and [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto the **Fayette County, Georgia** (hereinafter called the "Owner"), and their successors and assigns, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [insert contract price], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract, containing Contract Documents A through M, with the Owner, dated \_\_\_\_\_ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract", for the **West Fayetteville Path from SR 54 to CS 894/Lester Road**, more particularly described in the Construction Contract (hereinafter called the "Project"); and

**NOW, THEREFORE**, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force.

Whenever the Principal shall be, and declared by the Owner to be in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1) Complete the Construction Contract in accordance with the terms and conditions; or
- 2) Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible and responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the balance of the contract price, or any portion thereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under

the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner.

- 3) Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any of all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alternations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of tie, changes in payment terms, and amendments.

The Surety hereby agrees that his Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as to amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. § 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. § 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

**IN WITNESS WHEREOF** the undersigned \_\_\_\_\_ have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SIGN ON NEXT PAGE)

\_\_\_\_\_(SEAL)  
Principal

By: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

[Attach Power of Attorney]

# **CONTRACT DOCUMENT L**

**FAYETTE COUNTY, GEORGIA**

**SUPPLEMENTAL CONDITIONS**

## **NOTICE TO ALL BIDDERS**

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

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

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

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

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

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

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

## **NOTICE TO ALL BIDDERS**

Form FHWA-1273 and the related special provisions are to be physically attached to the contract between the Sponsor and the Contractor and to all subcontracts between the Contractor and Subcontractors.



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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

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

### **ATTACHMENTS**

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

#### **I. GENERAL**

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## **II. NONDISCRIMINATION**

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

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

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

60-4.3.

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's

EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

- b. In the event the contractor has a valid bargaining

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

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

- a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
  - b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the

contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this

paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

- c. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- d. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and

administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S.

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

#### **1. Minimum wages**

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the

employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional

classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.



The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions

made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State

DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of

this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program,

the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

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

**5. Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

- 6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

- 9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **v. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**vi. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined

minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may

establish their own self-performance requirements.

#### **vii. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **viii. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of

any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

#### **ix. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **x. CERTIFICATION REGARDING**

#### **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

##### **1. Instructions for Certification – First Tier Participants:**

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



to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for

lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

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

principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; 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.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the

certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who

is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**i. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Standardized Changed Condition Clauses**  
**23 CFR 635.109**  
**FHWA-Funded Highway Construction Contracts**

(1) *Differing site conditions.* (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipate profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(2) *Suspensions of work ordered by the engineer.* (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.* (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## **SPECIAL PROVISION**

### **Required Contract Provisions Federal-Aid Construction Contracts**

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

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



**GEORGIA DEPARTMENT OF TRANSPORTATION  
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID HIGHWAY PROGRAM**

EFFECTIVE FEBRUARY 15, 2016

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

**Cargo Preference Act Requirements**

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

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

- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the Gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration,

Washington, DC 20590.

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

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

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

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

**APPENDIX A**  
**NOTICE TO CONTRACTORS**

**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
FOR FEDERAL-AID CONTRACTS**

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.
4. Information and Reports: The Contractor will provide all information and reply is required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to

obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
  - (b) Cancellation, termination or suspension of the Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

**GOALS FOR FEMALE PARTICIPATION**

APPENDIX A  
(43 FR 19473)

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

**Goals and timetables**

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

**GOALS FOR MINORITY PARTICIPATION**

Appendix B-80

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

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

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

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

State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC.....	27.2
GA Columbia; GA Richmond, SC Aiken;	
Non-SMSA Counties .....	32.-8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA	
Jenkins; GA Lincoln; GA McDuffie, GA Talleferro; GA	
Warren; GA Wilkes; SC Allendale; SC Bamberg; SC	
Barnwell; SC Edgefield; SC McCormick;	
36 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA .....	21.2
GA Butts; GA Cherokee; GA Clayton; GA	
Cobb; GA DeKalb; GA Douglas; GA Fayette, GA Forsyth; GA	
Fulton; GA Gwinnett; GA Henry; GA Newton; GA Paulding;	
GA Rockdale; GA Walton	
Non-SMSA Counties.....	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke;	
GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd;	
GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA	
Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA	
Jackson; GA Jasper; GA Lamar; GA Lampkin; GA Madison;	
GA Morgan; GA Oconee, GA Oglethorpe; GA Pickins, GA	
Pike; GA Polk; GA Rabun; GA Spalding; GA Stephens; GA	
Towns; GA; Union; GA Upson White	

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

37 Columbus, GA:	
SMSA Counties:	
1800 Columbus, GA - AL .....	29.6
AL Russell; GA Chattahoochee; GA Columbus	
Non-SMSA Counties .....	31.6
AL Chambers; AL Lee; GA Harris; GA Marion; GA	
Meriwether; GA Quitman; GA Schley; GA Stewart; GA	
Sumter; GA Talbot; GA Troup; GA Webster	
38 Macon, GA:	
SMSA Counties:	
4680 Macon, GA .....	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs	
Non-SMSA Counties .....	31.7
GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge;	
GA Dooley; GA Hancock; GA Johnson; GA Laurens; GA	
Macon; GA Monroe; GA Peach; GA Pulaski; GA Putman; GA	
Taylor; GA Telfair; GA Treutlan; GA Washington; GA	
Wheeler; GA Wilcox; GA Wilkinson	
39 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA.....	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties .....	29.8
GA Appling; GA Atkinson; GA Bacon, GA Bulloch; GA	
Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty;	
GA Long; GA McIntosh; GA Montgomery; GA Screven; GA	
Tattnall; GA Toombs; GA Wayne; SC Beaufort; SC	
Hampton; SC Jasper	
40 Albany, GA:	
SMSA Counties:	
0120 Albany, GA .....	32.1
GA Dougherty; GA Lee	
Non-SMSA Counties .....	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA	
Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA	
Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA	
Lanier; GA Lowndes; GA Miller; GA Mitchell; GA Randolph;	
GA Seminole; GA Terrell; GA Thomas; GA Tift; GA Turner;	
GA Worth	
Florida:	
41 Jacksonville FL:	

Non-SMSA Counties .....	22.2
GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware	



## GEORGIA DEPARTMENT OF TRANSPORTATION

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a position of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.

Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a

union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment effort is, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to

organizations such as the above, describing the-openings, screening procedures, and test to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor- union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take

affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

## GEORGIA DEPARTMENT OF TRANSPORTATION

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### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM CRITERIA FOR ACCEPTABILITY**

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

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

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

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

The DBE program applies to all Federal Aid projects regardless if a DBE Goal is established in the Contract or not. If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

Project DBE payments and commitments may not be transferred to or combined with another contract.

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

Disadvantaged Business Enterprises (DBE) are firms Certified by the Georgia Unified Certification program that are for-profit small business concerns:

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

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by



their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

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

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

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

- (3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

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

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

Joint Check is a two-party check written by a prime contractor, to a DBE firm and a regular dealer of material/supplies or another third party for items or services incorporated into a project. The prime contractor issues the check as payer to the DBE and the supplier jointly (to guarantee payment to the supplier) in payment for the material/supplies used by the DBE.

**DBE DIRECTORY:** A DBE directory or source list is available to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department has made the directory electronically available to all bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible

DBEs in accordance with 49 CFR Part 26.

**GOAL FOR PARTICIPATION:** If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS - Commitment List form included in the proposal.

The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department may consider for award a proposal with less participation than the established goal in accordance with GDOT Standard Specification 102.07.H Failure to List Disadvantaged Business Enterprise (DBE) Participants, 49 Code of Federal Regulations 26.53 Good Faith Effort Procedures, and 49 CFR Appendix A to Part 26-Guidance Concerning Good Faith Efforts.

To be eligible for award of this contract, all bidders are required to submit the following information, as well as Good Faith Effort supporting documentation when applicable, to the Department by the close of business on the 3<sup>rd</sup> working day following opening of the bid as a matter of bidder responsibility

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

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

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

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

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

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

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of race, color, national origin, or



sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT - assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate".

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

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department's written consent to substitute and, unless the Department's consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, in accordance with 49 CFR 26.53.

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

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

actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- a. **Joint Check Agreement:** All two-party checks written by a prime contractor, to a DBE firm and a third party must be approved by the Department prior to claiming DBE credit. After-the-fact requests may not be permitted toward the Goal.
- (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
- (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

- (D) **Trucking:** The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
  - (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who are certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) The DBE may lease trucks without drivers from a non-DBE bona-fide truck leasing agency. If the DBE leases trucks from a non-DBE truck leasing agency and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
  - (7) For purposes of this paragraph (D), a lease must indicate the DBE has

exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display a "leased to" sign with the name and identification number of the DBE.

- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.  
  
(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
  - (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
    - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).
  - (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
  - (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the

participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.

- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. Likewise, if the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run. Contractor must demonstrate Good Faith Effort in meeting the goal during commission of the contract.

## REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:
  - 1. The name of each DBE participating in the contract.
  - 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
  - 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
  - 4. The dollar value of each DBE subcontract or supply agreement.
  - 5. The previous, current, and total-to-date payments to each DBE participating in the contract, minus any credits not allowed.
  - 6. Must include Contractor's signature with the following statement: "I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME. ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOAL IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS".
  - 7. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
  - 8. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the

Project Engineer when their forces will be doing work on the project.

- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or bank electronic fund transfer (EFT) receipts which validate said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

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

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

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

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

## INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

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

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

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

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

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

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

## DBE GOALS FORM

VENDOR ID:

BIDDER'S COMPANY NAME:

PROJECT NO. & COUNTY: PI# 0012878, FAYETTE COUNTY

LET NO:

LET DATE:

TOTAL BID:

THE REQUIRED DBE GOAL ON THIS CONTRACT IS: 11%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

### LIST OF DBE PARTICIPANTS

Vendor Number	Company Name And Address (City and State)	Type Of Work	*Work Code	Race Neutral	Race Conscious	Amount
TOTAL						

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

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



## INSTRUCTIONS TO CONTRACTOR DBE PARTICIPATION REPORT

1. In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.
2. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
3. COUNTY – See Contract.
4. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
5. CONTRACTOR NAME –
6. REPORT SUBMISSION DATE – This is the date the report is completed.
7. REPORT NUMBER – Reports must be consecutively numbered.
8. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
9. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
10. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
11. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
12. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
13. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
14. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
15. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
16. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
17. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
18. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
  - a. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE sub- contractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any



contract goal provisions.

20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. CURRENT COLUMN TOTALS – Total each column.
26. PERCENT OF CONTRACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. Payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any manner.
31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

## GENERAL INFORMATION

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

*The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractors checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.*

*If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.*

*The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.*

*The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy.*

*If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.*

*The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.*

Upon completion of the work, a final “DBE Participation Report” will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

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## FOR DEPARTMENTAL USE ONLY:

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

# MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

COUNTY: \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

CONTRACT ID NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

31-Jan ☐

31-Jul ☐

28-Feb ☐

31-Aug ☐

31-Mar ☐

30-Sep ☐

30-Apr ☐

31-Oct ☐

31-May ☐

30-Nov ☐

30-Jun ☐

31-Dec ☐

NOTICE TO PROCEED: \_\_\_\_\_

DATE WORK BEGAN: \_\_\_\_\_

DBE REQUIRED %: \_\_\_\_\_

CONTRACT \$ AMOUNT: \_\_\_\_\_ % DOLLAR COMPLETE: \_\_\_\_\_

DBE \$ AMOUNT: \_\_\_\_\_ \$ 0.00 % PROJECT COMPLETE: \_\_\_\_\_

S = SUPPLIER

SC = SUBCONTRACTOR

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

TOTAL % PAID TO DATE: \_\_\_\_\_

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

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

PRINT NAME: \_\_\_\_\_

NAME / TITLE

SIGNATURE: \_\_\_\_\_

## FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: \_\_\_\_\_

NAME / TITLE

SIGNATURE: \_\_\_\_\_

(Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: \_\_\_\_\_

NAME / TITLE

## FHWA Tips on Evaluating a Commercially Useful Function

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or "CUF". How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

***"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."***

The question contract administrators often face is, "What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?" Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm's role must not be a superfluous step added in an attempt to obtain credit towards the goal.

## **Normal Industry Practice**

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with "normal industry practice." This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors-DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

## **Monitoring**

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA's various departmental staff responsible to monitor and evaluate the contractor's compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

## **DBE Performance - CUF**

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

## **MANAGEMENT**

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- ☐ Scheduling work operations;
- ☐ Ordering equipment and materials;
- ☐ Preparing and submitting certified payrolls;
- ☐ Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

### **☐Red Flags**

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- ☐ The DBE owner or superintendent provides little or no supervision of the work;
- ☐ The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- ☐ Key staff and personnel are not under the control of the DBE;
- ☐ The DBE's owner is not aware of the status of the work or the performance of the business;
- ☐ Inquiries by department or FHWA representatives are answered by the prime contractor.

### **Typical CUF questions could include:**

- ☐ Is there a written legal document executed by the DBE to perform a distinct element of work?
- ☐ Who does the on-site DBE representative report to?
- ☐ Has this individual ever shown up on any other contractor's payroll?
- ☐ Has the DBE owner been present on the jobsite?

### **Typical documentation to evaluate:**

- ☐ Written contract
- ☐ Daily inspection reports and project diaries
- ☐ Payrolls

## **WORKFORCE**

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

### **☐Red Flags**

Some questionable workforce practices which may warrant further review include, but are not limited to:

- ☐ Supervision of DBE employees by another contractor;
- ☐ Actual work is performed by personnel normally employed by the prime contractor or another business;
- ☐ Employees are paid by the DBE and the prime contractor.

### **Typical CUF questions could include:**

- ☐ Who prepares the DBE's certified payroll?
- ☐ Have any of the DBE's employees ever shown up on any other contractor's payroll?
- ☐ Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- ☐ Asking DBE employees on the jobsite who they report to and who signs their checks.

### **Typical Documents to evaluate:**

- ☐ Written contract
- ☐ Daily inspection reports and project diaries
- ☐ Certified payrolls
- ☐ Copies of cancelled checks, if necessary

## **EQUIPMENT**

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

### **❑ Red Flags**

Some questionable equipment practices which may warrant further review include, but are not limited to:

- ❑ Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- ❑ The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- ❑ A DBE trucking business uses trucks owned by the prime contractor.

### **Typical CUF questions could include:**

- ❑ List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- ❑ If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- ❑ Does the equipment have the DBE's markings or emblems?
- ❑ Is the equipment under the direct supervision of the DBE?
- ❑ Is the operator of the leased equipment the DBE's employee?
- ❑ If the equipment is leased, is the payment for the equipment deducted from the work performed?

### **Typical Documents to evaluate:**

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Leases



## **MATERIALS**

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

### **☐Red Flags**

Some questionable material supply practices which may warrant further review include, but are not limited to:

- ☐ Materials for the DBE are ordered, or paid for, by the prime contractor;
- ☐ Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- ☐ Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- ☐ Materials are delivered to the jobsite by a party separate from the DBE;
- ☐ Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- ☐ A DBE prime contractor only purchases materials while performing little or no work.

### **Typical CUF questions could include:**

- ☐ Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- ☐ Who makes arrangements for delivery of materials?
- ☐ Who are the material invoices made out to?
- ☐ Who scheduled delivery of materials?
- ☐ In whose name are materials shipped?
- ☐ Who actually delivered the materials?
- ☐ If two party checks are used, who are the parties identified as payable to?

### **Typical Documentation to evaluate:**

- ☐ Written contract
- ☐ Delivery tickets
- ☐ Invoices
- ☐ Daily inspection reports and project diaries

## **PERFORMANCE**

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

### **☐Red Flags**

Some questionable performance practices which may warrant further review include, but are not limited to:

- ☐ Work is being done jointly by the DBE and another contractor;
- ☐ The work to be performed by the DBE is outside of the DBE's known experience or capability;
- ☐ Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- ☐ The DBE is working without a subcontract approved by the department, except in the case of trucking;
- ☐ A DBE prime contractor subcontracts more than 50% of the contract value;
- ☐ The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- ☐ An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- ☐ A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- ☐ The volume of work is beyond the capacity of the DBE.

### **Typical CUF questions could include:**

- ☐ Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- ☐ Does the DBE appear to have control over methods of work on its contract items?
- ☐ Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- ☐ Has any other contractor performed any amount of work specified in the DBE's contract?

### **Typical Documents to evaluate:**

- ☐ Written contract
- ☐ Daily inspection reports or project diaries

## **DBE TRUCKING FIRMS**

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ☐ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ☐ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ☐ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

### **Typical CUF questions could include:**

- ☐ Do the trucks used on the project belong to the DBE?
- ☐ If leased, is there a formal lease identifying the terms and parties?
- ☐ Are the rates appropriate?
- ☐ Is there an approved subcontract?
- ☐ If so, who are the parties?
- ☐ Are the DBE's employees shown on the certified payrolls?

**Typical Documentation to evaluate:**

- ☐ Subcontracts
- ☐ Leases
- ☐ Payroll records
- ☐ Daily inspection reports and project diaries

**DBE REGULAR DEALERS**

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

**Typical CUF questions could include:**

- ☐ Does the regular dealer have an established storage facility and inventory?
- ☐ Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- ☐ Does the business stock the product for use on the project as a normal stock item?
- ☐ Who is delivering and unloading the material?
- ☐ Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- ☐ For bulk items, where does the material come from? Does the DBE have a distribution agreement?

**Typical Documentation to evaluate:**

- ☐ Purchase Orders
- ☐ Invoices
- ☐ Delivery Tickets

**DBE MANUFACTURERS**

As described in 26.55(e)(1)(ii), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready-mix plant, a crushing operation, or a steel or concrete fabricating plant.

**Typical CUF questions could include:**

- ☐ Is the business's primary function to manufacture construction products?
- ☐ Does the business stock the product altered for this project as a normal stock item?
- ☐ Is the quality of the materials controlled by the DBE?
- ☐ Does the DBE purchase the raw material used in its plant?

**Typical Documents to evaluate:**

- ☐ Purchase orders
- ☐ Bill of lading
- ☐ Shipping tickets

**Sanctions for Compliance and Enforcement**

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- ☐ Deny or limit credit towards the contract goal;
- ☐ Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- ☐ Withhold progress payments;
- ☐ Terminate the contract;
- ☐ Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- ☐ If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- ☐ Did the action taken correct the deficiency?

### List of Typical Documentation to Collect:

- ☐ Executed contracts
- ☐ Material/ supply agreements
- ☐ Invoices of materials/supplies
- ☐ Equipment titles of ownership
- ☐ Equipment lease/rental agreements
- ☐ Hauling tickets
- ☐ Delivery tickets
- ☐ Canceled checks
- ☐ Project inspection/diaries
- ☐ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

### **CUF & Certification**

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.

## COMMERCIALLY USEFUL FUNCTION CHECKLIST

Project Name and Number: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

DBE Firm's Name: \_\_\_\_\_

Type of Operation

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Contractor | <input type="checkbox"/> Trucker        |
|                                     | <input type="checkbox"/> Regular Dealer |
|                                     | <input type="checkbox"/> Manufacturer   |

Date Contract/Subcontract/Agreement Approved: \_\_\_\_\_

Start Date(s) of DBE's Work: \_\_\_\_\_ Date DBE to Complete Work: \_\_\_\_\_

Date of review: \_\_\_\_\_

Describe the type of work observed: \_\_\_\_\_

\_\_\_\_\_

Check off each item used in conducting this review. The documents checked need not be attached to the review report, but should be filed with the report for easy reference if needed. If the answer is no to any of the following questions provide an explanation in the general notes at the end of the report.

### 1. Management:

a. Is there a legal contract executed by the DBE to perform a distinct element of work?

- ☐ Yes ☐ No

b. Name of the on-site representative: \_\_\_\_\_

c. On-site representative reports to: \_\_\_\_\_

d. Has the on-site representative been identified as an employee of the DBE?

- ☐ Yes ☐ No

e. Has this individual ever appeared on any other contractor's payroll?

- ☐ Yes ☐ No

f. Does the DBE on-site representative effectively manage the job without interference from any other non-DBE contractor?

- ☐ Yes ☐ No

g. Who does the DBE on-site representative contact for hiring, firing, or to modify the contract? \_\_\_\_\_

h. Has the DBE owner been present on the jobsite?

☐ Yes

☐ No

i. Does the DBE appear to have control over methods of work on its contract items?

☐ Yes

☐ No

j. Is the DBE maintaining its own payroll?

☐ Yes

☐ No

k. Who prepares the DBEs certified payroll? \_\_\_\_\_

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?

☐ Yes

☐ No

m. Did the DBE subcontract any items or portions of the work to any other firm?

☐ Yes

☐ No

If yes, what % was subcontracted? \_\_\_\_\_%

Name of the firm \_\_\_\_\_

## 2. Equipment

a. List the major self-propelled (engine) equipment used by the DBE: \_\_\_\_\_

b. Does the equipment have the DBE's markings or emblems?

☐ Yes

☐ No

If another firm's markings are discernible, note the name: \_\_\_\_\_

c. Is the DBE's equipment?

☐ Owned

☐ Leased from \_\_\_\_\_

d. If leased, is there a formal agreement identifying the terms and parties?

☐ Yes

☐ No

e. Is the equipment under the direct supervision of the DBE?

☐ Yes

☐ No

f. Is the operator of the leased equipment the DBE's employee?

☐ Yes

☐ No

If not the DBE's, whose employee is he/she? \_\_\_\_\_



- g. If the equipment is leased, is the payment for the equipment deducted from the work performed?

☐ Yes

☐ No

3. Workforce:

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- a. List the name of DBE's crew as observed during the operation described above:

- b. Has any of this crew ever shown up on any other contractors' payroll?

☐ Yes

☐ No

- c. Does the DBE's workforce know who they work for?

☐ Yes

☐ No

4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?

☐ Yes

☐ No

- b. Is the quality and quantity of the materials controlled by the DBE?

☐ Yes

☐ No

- c. If two party checks used, who are the parties identified as payable to:

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- d. Who makes arrangements for delivery of materials?\_\_\_\_\_

- e. Material Invoices made out to:\_\_\_\_\_

- f. Who scheduled delivery of materials?\_\_\_\_\_

- g. In whose name area materials shipped?\_\_\_\_\_

- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?

☐ Yes

☐ No

5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?  
☐ Yes ☐ No
- b. Has any other contractor performed any amount of work specified in the DBE contract?  
☐ Yes ☐ No

6. Other Work categories:

Truckers:

- a. Are DBE trucks present on the job site? ☐ Yes ☐ No  
Are they ☐ Owned ☐ Leased from \_\_\_\_\_
- If leased, is there a formal agreement identifying the terms and parties?  
☐ Yes ☐ No
- b. Are the rates appropriate?  
☐ Yes ☐ No
- c. Is there an approved subcontract or written agreement?  
☐ Yes ☐ No  
Who are the parties? \_\_\_\_\_
- d. Are DBE employees shown on the certified payroll?  
☐ Yes ☐ No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?  
☐ Yes ☐ No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?  
☐ Yes ☐ No
- c. Does the business stock the product being supplied as a normal stock item?  
☐ Yes ☐ No
- d. Is the quantity and quality of the materials controlled by the DBE?  
☐ Yes ☐ No
- e. In whose name are the materials shipped? \_\_\_\_\_
- f. Who is delivering and unloading the material? \_\_\_\_\_
- g. Is the distribution equipment used in delivering the product the DBE's?  
☐ Yes ☐ No  
If so, is it: ☐ Owned ☐ Leased

h. If leased, is it a long-term lease and not a lease developed specifically for the project?

☐ Yes

☐ No

7. Manufacturer

a. Is the business's primary function to manufacture construction products?

☐ Yes

☐ No

b. Does the business stock the product manufactured or altered for this project as a normal stock item?

☐ Yes

☐ No

c. Is the quality of the materials controlled by the DBE?

☐ Yes

☐ No

General Notes:

## **GEORGIA DEPARTMENT OF TRANSPORTATION**

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First Use 2013 Specifications: November 01, 2013

Updated July 01, 2018

### **SPECIAL PROVISION**

#### **PROMPT PAYMENT**

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

## **GEORGIA DEPARTMENT OF TRANSPORTATION**

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### **REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS**

#### **BUY AMERICA**

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2013 Specifications: November 1, 2013

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

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

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

#### **CONVICT PRODUCED MATERIALS**

March 25, 1992

Revised: September 6, 1993

First Use 2013 Specifications: November 1, 2013

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

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

## GEORGIA DEPARTMENT OF TRANSPORTATION

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### FEDERAL AID CERTIFICATION (English Project)

First Use Date 2013 Specifications: November 22, 2013

Revised: June 8, 2016

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

### EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Mr. Sam Maiden  
Regional Director, U.S. Department of Labor  
Office of Federal Contract Compliance Programs, Region4 Rm. 7B75  
61 Forsyth Street, S.W. Atlanta GA 30303

### EXAMINATION OF PLANS AND SPECIFICATIONS

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

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2021 Edition , the 2016 Supplemental Specifications modifying the 2013 Standard Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

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

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal

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

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

### **CONFLICT OF INTEREST**

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

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

### **DRUG FREE WORKPLACE**

The undersigned \_\_\_\_\_ certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned \_\_\_\_\_ further certifies that: A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

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

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

### **BOYCOTT OF ISRAEL**

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

## GEORGIA DEPARTMENT OF TRANSPORTATION

### NON-COLLUSION CERTIFICATION

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

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

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

Amendment Nos.: 1\_\_2\_\_3\_\_4\_\_5\_\_. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_, 20\_\_.

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

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

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

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

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

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

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

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



## GEORGIA DEPARTMENT OF TRANSPORTATION

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

#### CONTRACTOR AFFIDAVIT

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

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

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officers or Agent of Contractor)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## GEORGIA DEPARTMENT OF TRANSPORTATION

### GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

<b>Contractor's Name:</b>	
<b>Subcontractor's (Your) Name:</b>	
<b>Solicitation/Contract No./ Call No. or Project Description:</b>	

### SUBCONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned \_\_\_\_\_ 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 that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned \_\_\_\_\_ subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**(Sign on the next page)**

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

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent or Contractor)

\_\_\_\_\_  
Signature (of Authorized Officers or Agent of Contractor)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

## GEORGIA DEPARTMENT OF TRANSPORTATION

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### SPECIAL PROVISION

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#### Utility Conflicts

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

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

Coordinate The Work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

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

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

Upon request, copies of all approved Work Plans submitted by utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office. Utility Adjustment Schedules, when submitted to the Department by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration.

The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain Department approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the Department, or the Contractor, for damages or delay costs.

In accordance with Subsection 105.06 of the Specifications, the Department is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.

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

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

**West Fayetteville Path from SR 54 to CS 894/Lester Road**  
**DOT Project PI # 0012878**

General Decision Number:

Superseded General Decision Number:

State: Georgia

Construction Type: Multi-modal Transportation Facilities/ Trails and Bridge  
County: Fayette County in Georgia.

Multi-modal Transportation Facilities Construction Project

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015.

If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number  
0

Publication Date  
1/1/2021

SUGA2014-078 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.54	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.70	0.00
FENCE ERECTOR.....	\$ 16.54	0.00
FORM WORKER.....	\$ 15.26	2.08
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine)....	\$ 12.37	1.95
INSTALLER - GUARDRAIL.....	\$ 15.65	0.00
INSTALLER - SIGN.....	\$ 13.03	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving		
Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER:		
Mason Tender - Cement/Concrete..	\$ 11.44	0.00
LABORER: Pipelayer.....	\$ 12.45	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.15	0.00
LABORER: Common or General,		

Includes Erosion Control.....	\$ 10.36	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 16.69	2.41
OPERATOR:		
Bobcat/Skid Steer/Skid Loader.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.83	1.38
OPERATOR: Bulldozer.....	\$ 16.07	1.81
OPERATOR: Compactor.....	\$ 14.64	0.00
OPERATOR: Concrete Saw.....	\$ 18.94	0.00
OPERATOR: Crane.....	\$ 21.06	4.24
OPERATOR: Distributor.....	\$ 17.00	1.93
OPERATOR: Grader/Blade.....	\$ 18.42	5.04
OPERATOR: Hydroseeder.....	\$ 15.20	0.00
OPERATOR: Loader.....	\$ 14.27	1.49
OPERATOR: Mechanic.....	\$ 19.54	0.00
OPERATOR:		
Milling Machine Groundsman....	\$ 13.43	1.24
OPERATOR: Milling Machine.....	\$ 16.00	1.31
OPERATOR: Paver		
(Asphalt, Aggregate, and Concrete)..	\$ 16.50	2.93
OPERATOR: Piledriver.....	\$ 16.70	0.00
OPERATOR: Roller.....	\$ 14.38	1.29
OPERATOR: Scraper.....	\$ 12.64	0.00
OPERATOR: Screed.....	\$ 14.67	1.86
OPERATOR: Shuttle Buggy.....	\$ 14.06	1.98
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.49	0.00
TRAFFIC CONTROL:		



Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.60	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 13.75	1.14
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 23.41	4.26
TRUCK DRIVER: Dump Truck.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.19	1.46
TRUCK DRIVER: Semi/Trailer Truck...	\$ 16.26	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

### **Union Rate Identifiers**

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

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

### **Survey Rate Identifiers**

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

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

### **Union Average Rate Identifiers**

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

**ANTI-LOBBYING CERTIFICATION**  
**ITB #1938-B: West Fayetteville Path From SR 54 to CS 894 / Lester Road**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION  
SUSPENSION AND DEBARMENT**

**ITB #1938-B: West Fayetteville Path From SR 54 to CS 894 / Lester Road**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayette County, Georgia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## EXCEPTIONS TO SPECIFICATIONS

If there are any exception(s) or clarification(s) taken to the specifications of this bid, use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFB shall be explained in full. No exceptions shall be taken to the County's insurance or indemnification provisions. Fayette County will determine the Bidder's compliance with the bid requirements based on the information submitted and its exceptions to the RFB. Attach additional pages if more space is needed.

[illegible]

# CONTRACT DOCUMENT M

## SPECIAL PROVISIONS

### Special Provision Cover

**Project Number: 0012878**

**County: Fayette**

Description of project:

Project Justification Statement: The primary purpose of the project is to provide a connection between SR 54 and Lester Road through the implementation of a multi-modal system for pedestrians and cyclists. The project is also to promote health and wellness of the general public through multi-modal transportation facilities and connectivity to key land uses in the City of Fayetteville. This project originated from Fayette County's application for Transportation Alternative Program (TAP) funding. The pedestrian bridge will be located approximately one quarter mile to the west of Piedmont Fayette Hospital and the intersection of Togwatee Parkway at SR 54. The pedestrian bridge will connect at grade with the future proposed shared-use trail along SR 54 which will connect to the existing network of shared-use trails in Fayette County. The new shared use path will be open from dusk to dawn, closed at night, and will be open seven days a week. This project will connect to the City's existing shared use path along Lester Road. The proposed facility will be monitored by the City of Fayetteville Police Department. Maintenance of the shared-use path and pedestrian bridge will be provided by the City of Fayetteville.

Statement addressing weekend closures:

It is likely that a weekend closure may be needed.

No grade changes are proposed on State Route 54.

### Included Special Provisions

SPECIAL PROVISION - Section 108—Prosecution and Progress (Federal Aid Projects)

SPECIAL PROVISION – Section 150.6—Traffic Control

SPECIAL PROVISION - Section 222 – Granite Fines (M-10)

SPECIAL PROVISION - Section 439—Portland Cement Concrete Pavement

SPECIAL PROVISION - Section 643 – Fence, Special Design

SPECIAL PROVISION -Section 643 – Ornamental Fence (Metal Edge Restraint)

SPECIAL PROVISION -Section 647 – Traffic Signal Installation

SPECIAL PROVISION - Section 754 – Outdoor Furniture

SPECIAL PROVISION - Section 999 – Miscellaneous (Architectural Construction)



**GEORGIA DEPARTMENT OF TRANSPORTATION**

**FAYETTE COUNTY**

**PI 0012878**

**SPECIAL PROVISION**

**Section 108—Prosecution and Progress  
(Federal Aid Projects)**

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The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**FAYETTE COUNTY**

**PI 0012878**

**SPECIAL PROVISION**

**Section 150—Traffic Control**

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*Retain section 150 as written and add the following:*

**150.6 SPECIAL CONDITIONS**

A. The Contractor shall not install lane closures, pace traffic or move equipment or materials that interferes with traffic on State Route 54 between the hours of 5:00 AM to 10:00 PM Monday through Sunday.

B. Detour

1. The Contractor may detour SR 54 traffic for a maximum of 7 hours between the hours of 10:00 PM Friday to 5:00 AM Saturday or 10:00 PM Saturday to 5:00 AM Sunday using the detour as shown in the Project Plans. Time charges begin when traffic is shifted to the detour and continue until the bridge is erected and the roadway is re-opened to safe and convenient use of the traveling public. The contractor shall utilize barriers for additional protection during the setup and the erection of the bridge for additional protection and safety measures.
2. The Contractor shall maintain access for essential vehicles to Piedmont Fayette Hospital, Togwatee Village, Resurgens Park, and Gardens of Fayetteville at all times. Vehicles seeking access to the Gardens of Fayetteville assisted living facility shall be directed to cross the intersection at the main entrance to Piedmont Fayette Hospital and continue Westbound on the Eastbound side of State Route 54.
3. Westbound traffic along State Route 54 west of the intersection of State Route 54 and Sandy Creek Road to be open only for users and staff of Piedmont Fayette Hospital, residents of Togwatee Village, and essential staff for the Gardens of Fayetteville assisted living facility.
4. Eastbound traffic along State Route 54 east of the intersection of State Route 54 and Lester Road to be open only for private residences and essential staff of Resurgens Park.

C. If staging and subsequent re-opening of State Route 54 does not occur per the specified schedule, liquidated damages as noted in Section 150.08 will be incurred.

D. The Contractor shall submit a written notice to the Engineer for approval (30) thirty calendar days prior to the closure. After receiving approval from the Engineer, the Contractor shall install signs to inform the traveling public of the proposed closure, including the date of the closure. The signs shall be placed (10) ten calendar days prior to the closure. In addition, the contractor shall inform the Fayette County Commission Chairman, Sheriff, EMS, and school superintendent (30) thirty calendar days prior to the road closure.

E. Portable Signs

The contractor shall be responsible for all detour signs. For this project, advance warning signs specified in Subsection 150.3.04 shall be portable signs.

GEORGIA DEPARTMENT OF TRANSPORTATION

FAYETTE COUNTY

PI 0012878

SPECIAL PROVISION

Section 222 – Granite Fines (M-10)

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**222.1 General Description**

Granite fines are used in proposed locations of benches, trash receptacles and kiosk locations.

**222.1.01 Submittals**

- A. Product Data:** Manufacturer's technical literature for each product indicated, specified, or required.
- B. Sieve Analyses:** For aggregate setting-bed materials according to ASTM C 136.
- C. Samples for Initial Selection: Contractor to submit** granite fine samples to owner or owner representative showing the full range of color expected as well as typical particle size; make samples using same materials to be used on Project.
- D. Samples for Verification:**
  - 1. **Crusher Fines:** Full-size sample to show color, finish, and pattern specified, showing full range to be expected.

**222.1.02 Quality Assurance**

- A. Mockups:** Before beginning work of this Section, build as many mockups as required to verify selections made under submittals and to demonstrate aesthetic effects and for work execution. Use materials and installation methods specified.
  - 1. Build 48-inch square mockup for review and approval by owner or owner's representative prior to final installation.
  - 2. Notify owner or owner's representative 7 days in advance of dates and times when mockup is ready for review.
  - 3. Protect approved mockups from elements with weather-resistance covering.
  - 4. Maintain during construction in an undisturbed condition as a standard for judging completed work.
  - 5. Approval is for following qualities; approval does not constitute approval of deviations from Contract Documents, unless specifically approved by owner or owner's representative in writing:
    - a. Color, texture, and blending of Granite Crusher Fines.
  - 6. When directed, demolish and remove mockups from site.

## **B. Delivery, Storage, and Handling**

1. **Cementitious Materials:** Store on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
2. **Aggregates:** Store where grading and other required characteristics can be maintained, and contamination avoided.
3. **Granite Crusher Fines and accessories:** Store and handling according to following:
  - a. To prevent deterioration or damage due to contaminants, breaking, or other causes.

## **C. Field Conditions**

1. **Cold Weather Requirements:**
  - a. Do no cementitious work when ambient temperature is less than 32 degrees F or when 40 degrees F or less and falling.
  - b. Provide heat and protection to protect work from freezing for not less than 48 hours after installation.
  - c. Distribute heat uniformly to prevent concentration of heat near sources; provide deflection or protective screens.
2. **Warm Weather Requirements:**
  - a. Protect work against uneven and excessive evaporation and from strong flows of dry air, both natural and artificial.
  - b. Apply and cure work as required by climatic and job conditions to prevent dryout during cure period.
  - c. Provide suitable coverings.

## **222.2 Materials**

### **222.2.01 Components**

#### **A. Granite Fines**

1. **Material Quality Standard:** ASTM D1241
2. **Dimensions:** Minimum #200 sieve to 3/8" maximum thickness.
3. **Finish:** Granite Gray

#### **B. Setting Bed Materials**

1. **Aggregate for Subbase:** Sound, crushed stone or gravel complying with ASTM D 448 for Size No. 57.

#### **C. Accessories**

1. **Herbicide:** Commercial chemical for weed control, registered with the EPA, in granular, liquid, or wettable powder form.

## **222.3 Execution**

### **222.3.01 Preparation**

- #### **A. Stake layout:** Contact (CALL BEFORE YOU DIG) prior to beginning any excavation work.

### **222.3.02 Examination**

**A. Acceptance of Surfaces and Conditions:**

1. Examine substrates for compliance with requirements for excavation tolerances, condition of subgrades, and other conditions affecting performance of granite fines surface.
2. Proceed only when unsatisfactory conditions have been corrected in a manner complying with Contract Documents.
3. Starting work within a particular area will be construed as acceptance of surface conditions.

**222.3.03 Installation**

**A. Installation Quality Standards:** In addition to standards specified elsewhere, perform work according to following, unless otherwise specified:

1. Respective manufacturer's written instructions.
2. Approved submittals.

**B. General Requirements:**

1. Rock must be crushed into irregular and angular particles to allow interlocking into a tight matrix; Hammer cutting is not acceptable.
2. Do not use stones larger than 3/8" in diameter.
3. Keep granite fines from being saturated with water.
4. Prevent concentrated flows of runoff from reaching crusher fine surfaces.
5. Quickly and efficiently drain crusher fine surfaces before water can form a concentrated flow across the fines.

**C. Applications**

**1. Soil Subgrade Preparation:**

- a. Compact uniformly to at least 98 percent standard proctor of ASTM D 1557 laboratory density.
- b. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding.
- c. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted backfill or fill as directed.

**2. Base:** Place aggregate base, compact by tamping with plate vibrator to 100 percent of ASTM D 1557 maximum laboratory density, and screed to depth indicated

**3. Leveling Course:** Place and screed to a thickness of 1 inch, make sure that moisture content remains constant and density is loose and constant until pavers are set and compacted.

**4. Herbicide:** Treat leveling course in inhibit growth of grass and weeds

**5. Setting Granite Fines:**

- a. Install 6" metal edging around the granite fines area. See special provision 643 for additional information.
- b. Continue to apply 1 1/2" layer of granite fines in this manner until path surface is flush with top of border edging.

#### **222.3.04 Adjusting**

**A. Patching:** Repair damaged surfaces according to ASTM D1241-15.

#### **222.3.05 Cleaning**

**B. Final Cleaning:** Clean installed work according to following:

1. Any loose fines outside of the designated area should be swept away, clearing any surface outside of the granite fine area of any particles.

#### **222.4 Payment**

All assemblies and items associated with Granite Fines (M-10) shall be paid under pay time Item No. 222-0900 Granite Fines (M-10) (per cubic yard).

Item No. 222-0900	Granite fines (M10)	Cubic Yard
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# GEORGIA DEPARTMENT OF TRANSPORTATION

## FAYETTE COUNTY

PI 0012878

### SPECIAL PROVISION

#### Section 439—Portland Cement Concrete Pavement

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##### **439.1.1 General Description**

This work includes constructing pavement composed of Portland cement concrete, with or without reinforcement as specified, on a prepared subgrade or subbase course.

Follow the requirements of these Specifications and conform with the lines, grades, thicknesses, and typical cross-sections shown on the Plans or established by the Engineer.

##### **439.1.2 Definitions**

General Provisions 101 through 150.

**pavement, pervious**—a pavement comprising material with sufficient connected voids to allow water to pass easily from the surface to the underlying layers.

##### **439.1.3 Related References**

###### **A. Standard Specifications**

Section 152—Field Laboratory Building

Section 430—Portland Cement Concrete Pavement

Section 431—Grind Concrete Pavement

Section 461—Sealing Roadway and Bridge Joints and Cracks

Section 500—Concrete Structures

Section 800—Coarse Aggregate

Section 801—Fine Aggregate

Section 830—Portland Cement

Section 831—Admixtures

Section 832—Curing Agents

Section 833—Joint Fillers and Sealers

Section 853—Reinforcement and Tensioning Steel

Section 880—Water

Section 886—Epoxy Resin Adhesives

###### **B. Referenced Documents**

AASHTO T 126, AASHTO T 22, AASHTO T 23, ASTM C 94, Requirements for Uniformity, GDT 26, GDT



27, GDT 28, GDT 32, GDT 7, GDT 78, SOP 3

#### **439.1.4 Submittals**

##### **A. Profilograph Certification**

- B.** Before paving, ensure that the profilograph and operator are certified by the Office of Materials and Research in accordance with Standard Operating Procedure No. 34, Certification of Contractor Personnel and Equipment for Smoothness Testing of Portland Cement Concrete Pavement with the Rainhart Profilograph. Certification includes a mechanical check of the profilograph functions and a written examination by the operator.
- C.** Request certification in writing to the Office of Materials and Research at least two weeks before it is needed.
- D.** Report Form
- E.** Refer to Subsection 439.3.06.L, “Smoothness Testing” for report form and submittal requirements.

##### **F. Concrete Design**

Submit for approval a concrete design prepared by a testing laboratory approved by the Office of Materials and Research. The Contractor will transmit the design to the Engineer for approval at least 35 days before use.

##### **G. Contractor Qualifications**

Before construction, submit to the Engineer the qualifications of the contractor related to the construction of pervious pavement in accordance with Subsection 439.3.1, “Personnel”.

#### **439.2 Materials**

Ensure that materials meet the requirements of the following Specifications:

<b>Material</b>	<b>Section</b>
Portland cement	830.2.01
Portland Pozzolan cement	830.2.03
Water	880.2.01
Fine Aggregate, Size No. 10	801.2.02
Coarse Aggregate, Class A or B Crushed Stone or Gravel, Sizes as Specified	800.2.01
Steel Bars for Reinforcement	853.2.01
Steel Wire for Concrete Reinforcement	853.2.06
Welded Steel Wire Fabric for Concrete Reinforcement	853.2.07
Dowel Bars and Bar Coatings	853.2.08
Curing Agents	832
Air Entraining Admixtures	831.2.01
Fly Ash and Slag	831.2.03
Joint Fillers and Sealers	833

Low Modulus Silicone Sealant for Roadway Construction	833.2.06
Epoxy Adhesive for Repairing Cracks	886.2.01
Chemical Admixtures	831.2.02

#### **439.2.1 Subbase**

Coarse aggregates shall be size No. 57 meeting the grading requirements of Table 800.1, “Sizes of Coarse Aggregates”.

#### **439.2.2 Composition of Pervious Concrete Pavement**

Comply with Section 500, “Concrete Structures” and the following requirements:

##### **A. Portland Cement**

Use either Type I or II. The total cementitious content shall be not less than 540 lbs/yd<sup>3</sup>.

##### **B. Fly Ash**

Use fly ash, if appropriate, as a concrete additive to promote workability and plasticity. Use it as a partial replacement for Portland cement in concrete, but follow these limits:

1. Do not replace the cement quantity more than 15 percent by weight.
2. Replace cement with fly ash at the rate of 1.25 to 2.0 lbs. (1.25 to 2.0 kg) of fly ash to 1 lb. (1.0 kg) of cement.
3. Do not use Type IP cement in fly ash mixes.

##### **C. Aggregates**

Aggregate sizes shall be No. 8 or No. 89 stone meeting the graduation requirements of Table 800.1, “Sizes of Coarse Aggregates”.

##### **D. Admixtures**

Chemical admixtures that facilitate the production and placement of pervious concrete shall be permitted. The use of such admixtures shall be included in the mix design submittal for approval.

#### **439.2.3 Isolation Joint Material**

Use isolation joint materials meeting the requirements of Subsection 833.2.01, “Preformed Joint Filler”. For a list of sources, see QPL 20.

#### **439.2.4 Delivery, Storage, and Handling**

Store fine aggregate from different sources in different stockpiles.

### **439.3 Construction Requirements**

#### **439.3.1 Personnel**

##### **A. Certified Operator**

Before paving, have the Office of Materials and Research certify a profilograph equipment operator. Certification includes a written examination by the operator.

##### **1. Pervious Concrete**

- a. The Contractor placing the pervious concrete shall employ no less than one National Ready Mixed Concrete Association (NRMCA) certified pervious concrete craftsman or certified pervious concrete

installer who must be on site, overseeing each placement crew during all concrete placement. Alternative documentation of qualifications shall be permitted when approved by the Engineer.

- b. If the Contractor placing the pervious concrete pavement cannot meet these qualifications, the Contractor shall retain an experienced consultant to monitor production, handling, and placement operations at the Contractor's expense. The selection of the consultant shall be subject to the acceptance by the Engineer.

## **2. Testing Consultant**

- a. The Contractor's testing consultant shall be prequalified to perform the Work in accordance with the Consultant Prequalification Manual, Class 6.04(b).

### **439.3.2 Equipment**

#### **A. Equipment Requirements**

Provide equipment and tools to perform the work. Provide equipment that allows the paver to operate at a constant production rate and minimizes starting and stopping. The Engineer may limit the production rate or batch size if equipment does not keep pace with the other operations or causes poor workmanship.

#### **B. Ramp Screeds and Hand Finishing Tools**

Ramp screeds and hand finishing tools may be used instead of conventional mainline paving equipment.

#### **C. Scales**

Before use, the Engineer will inspect and approve the scales to weigh concrete materials and the devices to measure water. Tolerances are  $\pm 1.0$  percent throughout the operating range. Measure admixtures to  $\pm 3.0$  percent.

#### **D. Protective Equipment**

Provide materials to protect the concrete edges and surface against rain, including: • Standard metal forms or wood planks to protect the pavement edges

1. Covering material such as burlap or cotton mats, curing paper, or plastic sheeting material to protect the pavement surface

#### **E. Auxiliary Vibrator**

Keep one auxiliary vibrator available in case of mechanical malfunctions.

#### **F. Texturing Equipment**

Ensure that the tines on the equipment:

1. Are the same size and length and are rectangular shaped
2. Have approximately 0.5 in (13 mm) of space between them.
3. Are between 1/16 in and 1/8 in (2 mm and 3 mm) wide

### **439.3.3 Preparation**

#### **A. Prepare the Trail bed**

Prepare the trail bed as required by the Plans and Specifications before placing concrete pavement.

## **B. Observe Condition of Subgrade and Subbase**

Check the subgrade and subbase as follows:

1. Prepare the full width of the subgrade and subbase according to the Plans and Specifications.
2. Ensure that the surface immediately under the concrete pavement allows proper pavement thickness and yield.
3. Trim high areas to the proper elevation.
4. Ensure that the subbase can support paving equipment without rutting or bogging.

## **C. Subgrade**

- a. Prepare subgrade in accordance with the Plans and Specifications.
- b. Construct subgrade to ensure that the required pavement thickness is obtained in all locations.
- c. Keep all traffic from the subgrade during construction to the maximum extent practical. Regrade and recompact subgrade disturbed by concrete delivery vehicles or other construction traffic, as needed.
- d. Compact the material added to obtain final subgrade elevation.
- e. When applicable, determine subgrade permeability in accordance with ASTM D 3385 before concrete placement. Confirm that subgrade permeability meets requirements of the Plans.

### **439.3.4 Fabrication**

General Provisions 101 through 150.

### **439.3.5 Construction**

**NOTE: Do not allow personnel to walk in freshly mixed concrete with shoes coated with dirt or other materials.**

## **A. Consolidate and Finish**

1. Thoroughly consolidate the concrete on both sides of joint assemblies.
2. Ensure that vibration does not cause puddling or grout accumulation on the surface.
3. For construction or expansion joints, do not use grout that accumulates ahead of the paver.
4. Deposit concrete near the formed joints. Do not dump or discharge concrete on a joint assembly unless the concrete is centered on the joint assembly.
5. Keep reinforcing steel free of dirt, oil, paint, mill scale, and loose or thick rust that could impair the bond of the steel to the concrete.
6. Ensure that the sequence of operations is continuous from placement to final finish.
7. Perform vibration for the full width and depth of the pavement as follows:
8. Do not allow the vibrators to misalign load transfer devices or contact forms or the foundation.
9. Ensure that the operating frequency is within these ranges.
10. Use spud vibrators with an operating frequency of at least 7,000 vibrations per minute. • Use tube vibrators with an operating frequency of at least 5,000 vibrations per minute.

11. Use surface pan vibrators with an operating frequency of at least 3,500 vibrations per minute.
12. Use hand-held vibrators if needed.
13. Ensure that the operating frequency is at least 4,500 vibrations per minute. The intensity shall be sufficient to affect the mass of concrete having a 1 in (25 mm) slump through a radius of at least 18 in (450 mm).
14. Obtain uniform consolidation and density throughout the pavement.
15. If the pavement is not uniform, stop the operation and provide methods or equipment that will produce pavement that conforms to the Specifications.
16. Keep a standby vibratory unit available in case a primary unit malfunction.

#### Finishing

17. After striking off and consolidating the concrete, follow these steps:
18. The concrete may be smoothed and trued using a hand float.
19. Ensure that the surface within 6 in (150 mm) of the pavement edge shows no more than a ¼ in (6 mm) deviation in 10 ft (3 m) when tested with a 10 ft (3 m) straightedge in both transverse and longitudinal directions.

### **B. Protection from Rain**

1. Protect the unhardened concrete from rain. See Subsection 439.3.02.D, “Protective Equipment.”
2. When rain is imminent, stop paving operations and place forms against the sides of the pavement. Cover the surface of the unhardened concrete with the protective covering.
3. Remove Forms
4. Remove forms from in-place concrete after it has set for at least 12 hours, unless otherwise provided.
5. Remove forms carefully to avoid damaging the pavement.
6. After removing the forms, immediately cure the sides of the slab using the same method used to cure the pavement surface.
7. Remove and replace major honeycombed areas.

### **C. Provide Joints**

1. Ensure that joints are designed, configured, and located as shown on the Plans or required by the Specifications.
2. At the Engineer’s discretion, remove and replace plain concrete pavement that cracks during construction with no additional cost to the project sponsor.
3. When chipping out random cracks for sealing, use nonrigid epoxy that meets Subsection 886.2.01 on cracks that are not under expansion-contraction influence.
4. Seal continuous cracks under movement with sealant that meets Subsection 833.2.06.
5. When removing and replacing a pavement section, replace an area at least 6 ft (1.8 m) long and the full width of the lane.

6. Saw to vertical face the sections to be removed and replace the concrete as a construction joint with dowels.
7. Use deformed bars as dowels in the saw-cut construction joint. Use the size specified for contraction joints in the Plans.
8. Thoroughly clean the drilled holes of contaminants and set the dowels into the hardened concrete face of the existing pavement with a Type VIII epoxy bonding compound. See Section 886 for epoxy bonding compound requirements.
9. For contraction joints, undamaged and properly positioned dowels may be used in existing construction or slab replacement areas. Coat the protruding dowel portions with a thin film of heavy grease.
10. When both sides of an existing construction or contraction joint require slab replacements, slabs may be replaced continuously from saw-cut construction joint to saw-cut construction joint. Use dowels specified for contraction joints.
11. Before placing concrete, uniformly apply a thin coat of heavy grease to epoxy-coated dowels.
12. When placing slabs continuously across transverse contraction joint locations, use saw-cuts to provide planes of weakness according to the requirements of this Specification and the GDOT construction standard for contraction joints.

#### **A. Batching, Mixing, and Delivery**

1. Batch, mix and deliver concrete in accordance with Section 500, “Concrete Structures” except where noted here.
2. Discharge of concrete shall be completed within 60 minutes of the introduction of mixture water to the cement. Increase time to 90 minutes when using a retarding admixture.

#### **A. Setting Formwork**

<b>NOTE: Do not apply curing compound during rain.</b>
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1. Set, align, and brace forms so that the hardened pavement meets the tolerances specified in 439.3.05.F.
2. Apply form release agent to the form face, which will be in contact with concrete, immediately before placing concrete.
3. The vertical face of previously placed concrete may be used as a form.
  - a. Protect previously placed pavement from damage.
  - b. Do not apply form release agent to previously placed concrete.
4. Concrete placement width shall not exceed 20 ft (6 m) unless otherwise specified.

#### **A. Placing and Finishing Fixed-Form Pavement**

1. Deposit concrete either directly from the transporting equipment or by conveyor onto the prewetted subgrade or subbase, unless otherwise specified.
2. Do not place concrete on frozen subgrade or subbase.
3. Deposit concrete between the forms to an approximately uniform height.
4. Concrete shall be deposited as close to its final position as possible. Spread the concrete using a come-along, short-handle, square-ended shovel, or rake. The practice of pulling or shoveling to final placement

is to be avoided.

5. Do not allow foot traffic on the fresh concrete.
6. Strike off concrete between forms using a form-riding paving machine or vibrating screed. Other strike-off devices may be used when accepted.
7. Do not use steel trowels or power finishing equipment.
8. Finish the pavement to the elevations and thickness specified in the Plans and meet the requirements of 439.3.05.F.

#### **B. Final Surface Texture**

1. Compact fresh concrete to stay within the requirements of 439.3.05.F.
2. Compact the concrete along the slab edges with hand tools.
3. Compact concrete to a dense, pervious surface.

#### **C. Tolerances**

1. Construct pavement to comply with the following tolerances:
2. Elevation: +3/4 in. (+19 mm), -0 in. (-0 mm)
3. Thickness: +1-1/2 in., -1/4 in. (+38 mm, -6 mm)
4. Contraction joint depth: +1/4 in. (6 mm), -0 in. (-0 mm)
5. Mechanically sweep pavement before testing for compliance with tolerances.

#### **D. Curing**

1. Sheet materials used for curing shall meet the requirements of Subsection 832.2.02, "Sheet Materials".
2. Begin curing within 20 minutes of concrete discharge unless longer working time is approved by the Engineer.
3. Completely cover the pavement surface and any exposed sides with a minimum 6 mil (0.15 mm) thick polyethylene sheet.
4. Completely secure curing cover material without using dirt to prevent it from being displaced or allowing wind from getting under the plastic sheeting.
5. Cure pavement for a minimum of 7 uninterrupted days, unless otherwise specified.

#### **E. Protection from Rain**

1. Protect the unhardened concrete from rain. See Subsection 430.2.D, "Protective Equipment".
2. When rain is imminent, stop paving operations. Cover the surface of the unhardened concrete with the protective covering.

#### **F. Jointing**

1. When jointing requirements are not indicated on the Plans, submit drawings describing proposed jointing in accordance with the requirements of 439.3.05.I.2(a) through 439.3.05.I.2(j). Do not proceed with Work until the jointing requirements are approved by the Engineer.
  - a. Indicate locations of contraction joints, construction joints, and isolation joints. Spacing between transverse contraction joints shall not exceed 20 ft (6 m).
  - b. Spacing between longitudinal joints shall not exceed 20 ft (6 m).

- c. The angle between two intersecting joints shall be between 80 and 100 degrees.
- d. Joints shall intersect pavement free edges at 90-degree angles and shall extend straight for a minimum of 1-1/2 ft (0.5 m) from the pavement edge where possible.
- e. Align joints of adjacent pavement panels.
- f. Align joints in attached or adjacent curbs within 1/4 in. (6 mm) of joints in pavement.
- g. Use isolation joints only where pavement abuts fixed objects, such as buildings, foundations, and manholes.
- h. Extend isolation joints through the full depth of the pavement. Fill the entire isolation joint with isolation joint material.
- i. Tool contraction joints in fresh concrete immediately after the concrete is compacted. Contraction joint depth shall be 1/4 to 1/3 of the pavement thickness and joint width shall be 1/8 in. (3 mm).
- j. Sawing of joints will not be allowed.
- k. Expansion Joints should not exceed 40' on center.

#### **G. Open Pavement to Traffic**

- 1. Wait to open the pavement slab to traffic, except for joint sawing vehicles, until the concrete is 14 days old unless representative compressive tests show that the slab has a compressive strength of 2,500 psi (15 MPa).
- 2. Prevent pavement slab stress by constructing a ramp of compacted earth or other material to move on and off the pavement. Do not allow equipment that exceeds legal load limits on the pavement.
- 3. Protect the pavement against traffic from the public, employees, and agents.
- 4. Erect and maintain barricades. Employ watchmen to block traffic from the newly constructed pavement for the period required in this Specification.
- 5. Arrange the barriers away from public traffic on lanes remaining open.
- 6. Maintain signs that clearly indicate the lanes open to public traffic.
- 7. If traffic must go across the pavement, construct crossings satisfactory to the Engineer to bridge over the concrete. Construct the crossing without additional compensation.
- 8. Repair or replace pavement damaged by traffic or other causes before Final Acceptance without additional compensation. Make repairs to the Engineer's satisfaction.

#### **H. Quality Acceptance**

- 1. All testing in Subsections 439.3. 6.A, 439.3.6.B and 439.3.6.E is the responsibility of the Contractor. Advise the Engineer at least 48 hours before pervious concrete placement.
- 2. Obtain a minimum 1 ft<sup>3</sup> (28 L) sample for acceptance tests in accordance with AASHTO T 141. Measure a minimum of one density test during each day's placement in accordance with AASHTO T 121 following the

consolidation procedures described in AASHTO T 19, "Jigging Procedure". Determine density using a minimum 0.25 ft<sup>3</sup> (0.007 m<sup>3</sup>) cylindrical metal measure. Fill and compact the measure in accordance with AASHTO T 19, "Jigging Procedure".



3. Fresh density shall be within  $\pm 5$  lbs/ft<sup>3</sup> (80 kg/m<sup>3</sup>) of the fresh density established from the approved mix design.

I. Remove three cores from each lot of 5000 ft<sup>2</sup> (450 m<sup>2</sup>), in accordance with AASHTO T 24, not less than 7 days after placement of the pervious concrete. Cores shall be a minimum nominal 4 in. (100 mm) diameter. Select three locations in accordance with GDT 73. Measure the cores for thickness (AASHTO T 24) and density (ASTM C140). After thickness determination, trim and measure the cores for density in the saturated condition as described in ASTM C 140, Paragraph 9.3, "Saturation". Immerse the trimmed cores in water for 24 hours, drain for one minute, remove surface water with a damp cloth, then weigh immediately.

J. Tolerance for thickness and density reported as the average of three cores of each lot shall be as follows:

- a. The compacted thickness shall not be more than 1/4 in. (6 mm) less than the specified thickness, with no single core exceeding 1/2 in. (13 mm) less than the specified thickness; nor shall the average compacted thickness be more than 1-1/2 in. (38 mm) more than the specified thickness.
- b. Hardened density shall be within  $\pm 5\%$  of the approved hardened density from the test panels. The void content shall be between 15% and 30%.

K. When a lot is outside one or more of the limits of 439.3.06.A.3, the lot shall be subject to rejection, removed, and replaced at the Contractor's expense unless accepted by the Engineer.

L. Core holes shall be filled by the Contractor with concrete or preblended grout Contractor Warranty and Maintenance.

#### **General Provisions 101 through 150.**

#### **439.4 Measurement**

The area that will be paid for under this Item is the number of square yards (meters) of pervious concrete pavement accepted as measured complete in place. The pavement width measured is shown on the typical cross section of the Plans.

1. The length is measured along the pavement surface.
2. Work is accepted lot-to-lot according to Section 106 and this Specification.

#### **439.4. 1 Limits**

General Provisions 101 through 150.

#### **439.5 Payment**

Concrete pavement completed and accepted will be paid for at the full Contract Unit Price per square yard (meter).

Payment is full compensation for furnishing and placing materials, reinforcements, dowels, joint materials, supplies, and incidentals to complete the work.

Item No. 439-0300	Pervious concrete pavement, 6 in. (150 mm) thick	Concrete <u>6</u> in thick	Per square yard
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**GEORGIA DEPARTMENT OF TRANSPORTATION**

**FAYETTE COUNTY**

**PI 0012878**

**SPECIAL PROVISION**

**Section 643 – Fence, Special Design**

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**643.1 General Description**

This type of fencing is proposed along the top of culverts and along the shoulders of 2:1 slope. The system shall include all components (i.e., wood members including posts, rails, fence cap, fasteners/hardware and footings) as required.

**643.1.01 Related References**

**A. Standard Specifications**

Section 0330 – Cast in Place Concrete

Section 3130 – Earthwork

**643. Referenced Documents**

ASTM-F593-02e2 – Stainless Steel Fasteners

ASTM A500 – Seamless Grade A metal tubing

ASTM A123 – Hot dip electroplating

ASTM E935 – Cone Penetration test (Method D)

In-fill Load Test (Method C)

Vertical Concentrated Load Test (Method B)

Horizontal Load Test (Method A)

AC174 – Section 4.2.2 In-Fill Load Test

Section 4.2.3 Uniform Load Test

Section 4.2.4 Concentrated Load Test

ICBO UBC-97 – Quality standards

BOCA – National Building Codes

**643.2 Materials**

All wood members to be pressure treated, all fasteners to be hot dipped galvanized.

**643.2.01 Components**

**A. Rails:** 2"x6" pressure treated wood.

**B. Posts:** 4"x4" pressure treated wood.

**D. Fasteners:** All fasteners to be hot dipped galvanized.

### **643.2.02 Fabrication**

- A.** All fencing should be assembled on site at locations shown on plans. Contractor to flag locations for owner or owner's representative approval prior to installation.

### **643.2.03 Finish**

- A.** All wood to be sanded smooth to avoid splintering, including the fence cap.

### **643.2.04 Warranty, not applicable**

## **643.3 Construction**

### **643.3.01 Preparation**

- A.** Stake layout showing locations of all gates and posts. Contact "CALL BEFORE YOU DIG" prior to beginning any excavation work. Owner or owner's representative to approve locations of fencing prior to installation.

### **643.3.02 Installation**

- A.** Install fences in accordance with written instructions and in accordance with authorities having jurisdiction
- B.** Concrete Set Posts: Drill hole in firm soil. Posts holes will be a minimum of 24 inches deep with a minimal diameter of 8 inches. Fence post (4"x4") shall be spaced a maximum of 8' on-center.
- C.** Installation is to conform to the specifications referenced in Section 643.1.01.A of this specification.
- D.** Attach fence sections to posts with screws and techniques to ensure that fence sections are parallel to grade within ¼-inch in 8 feet.
- E.** Contractor to ensure the fence must be capable of withstanding at a minimum of 250 pounds of force applied within 2 inches of the top edge, in any direction and at any point along the edge.

### **643.3.03 Cleaning**

- A.** All fasteners to be flush with the wood.
- B.** All wood to be sanded smooth so that splinters are removed at time of installation, including the fence cap.
- C.** Clean up debris and unused material and remove from site.

## **643.4 Payment**

All assemblies and items associated with the Fence, including footings, shall be paid under pay time Item No. 643-8405 Fence, Special Design (per linear foot).

Item No. 643-8405	Wood Fencing, components and assemblies		Linear Foot
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Jan. 17, 2017

**DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 643 – Ornamental Fence (Metal Edge Restraint)**

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**643.1 General Description**

Use steel landscape edging as a border to hold in granite fines.

**643.1.01 Related References**

**A. Standard Specifications:**

Section 0503 – Metal Finishes

Section 3130 – Earthwork

Section 3231 – Paving and surface improvements

**B. Referenced Documents:**

ASTM D792 – Specific Gravity

ASTM D3359 – Adhesion

ASTM D523 – Gloss

ASTM D3363 – Pencil Hardness

ASTM D2794 – Impact

ASTM D522 – Flexibility

**643.2 Materials**

**643.2.01 Components**

**A.** Carbon Steel edging

**B.** Interlocking Stakes

**643.2.02 Fabrication**

**A. Carbon Steel edging** – 6” height, segment lengths of 8’ minimum, thickness of 12 and 14 Gauge, rolled and straight, black powder coated.

**B. Interlocking Stakes** – Joins two edging components via insertion of stakes into stake pockets, 12” to 16” heights.

**643.2.03 Finish**

**A.** Polyester Powder Finish, color black.

**643.3 Construction**

## **A. Site Inspection**

Contractor to (Call before You Dig) to locate utilities prior to installation. Contractor to factor in the depth of stakes when determining the avoidance of underground utilities.

## **B. Trench**

1. Define the area to be edged using string, garden hose or paint. Using a spade or mechanical trencher, cut a trench along area to be defined to depth so that top of edging will not exceed 1/2" above finish grade.
2. Install edging with stake pockets on inside of granite fine locations.

### **643.3.01 Preparation**

- A. Edging to be located at all bench, trash receptacles and kiosk signage areas which granite fines are proposed. Contractor to fine grade the locations so that the area does not exceed a 2% slope.

### **643.3.02 Installation**

- A. **Alignment (Horizontal):** Install edging as indicated by alignments without kinks, bends, or waves. Curved sections shall be installed as indicated without kinks, bends, or waves. The Landscape Architect will have the opportunity to review the layouts.
- B. **Alignment (Vertical):** Edging is to be installed parallel with the finished grade, with top of edging to be no more than 1/4" above finish grade.
- C. **Stakes:** Interlocking stakes should be placed through pockets and driven into ground so that top of stake is just flush with rolled or straight edge.
- D. **Back Filling:** Back fill on both sides of edging, leaving no more than two sections unsupported at one time.
- E. **Damage:** Should edging become damaged, replace sections as necessary

### **643.3.03 Cleaning**

- A. Repair scratches and other installation-incurred damage. Using a spray paint of the appropriate color that includes a zinc additive, repaint and seal any scratches or holes drilled in the fencing, post, brackets, or additions to prevent rust from forming.
- B. Clean up debris and unused material and remove from site.

## **643.4 Payment**

All assemblies and items associated with Ornamental Fence (Metal Edge Restraint) shall be paid under pay time Item No. 643-8300 Ornamental Fence (per linear foot).

Item No. 643-8300	Metal border edging	Linear foot
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# GEORGIA DEPARTMENT OF TRANSPORTATION

## STATE OF GEORGIA

### SPECIAL PROVISION

#### Section 647 – Traffic Signal Installation

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##### **647.1 General Description**

This work consists of furnishing materials and erecting a traffic signal installation including all traffic signal equipment, poles, bases, wires and miscellaneous materials required for completion of the installation.

It also includes all test periods, warranties and guarantees as designated in subsequent sections, and response to maintenance and operational issues as described in subsequent sections.

Apply for, obtain and pay for all utility services, communications services to, and pole attachment permits that are necessary for the signal installation and operation required in the Plans. Maintain these utility services until final acceptance of the signal.

Upon final acceptance, make an orderly and uninterrupted transfer of these services and permits to the local government or other jurisdiction that will be responsible for subsequent maintenance and operation.

##### **647.1.01 Definitions**

General Provisions 101 through 150.

##### **647.1.02 Related References**

###### **A. Standard Specifications**

Section 106—Control of Materials

Section 500—Concrete Structures

Section 501—Steel Structures

Section 631—Changeable Message Signs

Section 636 – Highway Signs

Section 639—Strain Poles for Overhead Sign and Signal Assemblies

Section 645—Repair of Galvanized Coatings

Section 680—Highway Lighting

Section 681—Lighting Standards and Luminaires

Section 682—Electrical Wire, Cable, and Conduit

Section 700—Grassing

Section 800—Coarse Aggregate

Section 801—Fine Aggregate

Section 832—Curing Agents  
Section 833—Joint Fillers and Sealers  
Section 850 Aluminum Alloy Materials  
Section 853—Reinforcement and Tensioning Steel  
Section 854—Castings and Forgings  
Section 861—Piling and Round Timber  
Section 870—Paint  
Section 886—Epoxy Resin Adhesives  
Section 910—Sign Fabrication  
Section 911—Steel Sign Posts  
Section 912—Sign Blanks and Panels  
Section 913—Reflectorizing Materials  
Section 915—Mast Arm Assemblies  
Section 923—Electrical Conduit  
Section 925—Traffic Signal Equipment  
Section 935—Fiber Optic System  
Section 936—CCTV System  
Section 937—Video Detection System  
Section 938—Radar Detection System  
Section 939—Communications & Electronic Equipment  
Section 940—Navigator Integration

**B. Referenced Documents**

National Electrical Manufacturers Association (NEMA) Traffic Control Systems Standards No. TS 1  
NEMA Traffic Control Systems Standards No. TS 2  
AASHTO Roadside Design Guide  
The Manual on Uniform Traffic Control Devices (MUTCD)  
current edition National Electrical Code (NEC)  
GDT 7  
GDT 24a  
GDT 24b  
GDT 67

**647.1.03 Submittals**

Submit to the Engineer, signal material specifications information on all materials proposed for use on the project. The Engineer will forward the materials submissions to the District Traffic Operations offices, which will forward the information onto the Traffic Operations offices at the TMC building.

Written approval is required from the State Traffic Signal Design Engineer prior to beginning any work on the project.

**A. Review**

For all submittals, the State Traffic Signal Design Engineer's review of the material should be completed within thirty (30) days from the date of receipt of the submission unless otherwise specified.

The State traffic Signal Design Engineer will advise in writing, as to the acceptability of the material submitted.

All material submittals for fiber optic communications equipment and materials used on the project will be reviewed by the Department's Traffic Signal Electrical Facility (TSEF). The material review should be completed within thirty (30) days from the date of receipt of the material submission unless otherwise specified. The State Traffic Signal Engineer will advise in writing as to acceptability of materials to be used on the project.

The State Traffic Signal Design Engineer may determine that the item is approved, in which case no further action is required; or the item may be partially or totally rejected in which case, modify the submittal as required and resubmit within fifteen (15) days. At this time, the review and approval cycle described above begins again.

**B. Submittal Costs**

Include the costs of submittals within the price paid for individual bid items. No additional compensation will be made.

**C. Steel Strain Pole, Concrete Strain Pole or Steel Pole Certification**

Instruct the supplier or manufacturer of the strain poles or steel poles with traffic signal mast arms to submit a certification, including mill certificates to:

Department of Transportation  
Office of Materials and Research  
15 Kennedy Drive  
Forest Park, Georgia 30297

Include the following in the certification:

A statement that the items were manufactured according to the Specifications, including the Specification subsection number  
Project number and P.I. number

Instruct the supplier or manufacturer to send copies of the transmittal letter to the Engineer. Refer to Subsection 647.3.03.C.

Prepare Shop Drawings and related signal strain pole design calculations. Provide —bending moment at yield to determine the foundation size according to the signal strain pole foundation drawings. Submit all Shop Drawings and related signal strain pole design calculations to the Engineer to be forwarded to the State Bridge and Structural Design Engineer for review and approval. Obtain written approval prior to pole fabrication and installation.

Show all dimensions and material designations of the designs on the drawings. See Section 501 for the certification procedure for poles and anchor bolts.



#### *D. Signal Item Certification*

Submit six (6) copies of material catalog product numbers and descriptions to the Engineer. Reference the project number, P.I. number and Specification subsection number for the following traffic signal items:

- Signal heads Mounting hardware Controllers
- Cabinet assemblies Detectors Monitors
- Cable
- Load switches Blank-out signs Lane use signals
- Preformed cabinet bases
- Other related signal equipment Modems
- Fiber Optic Modems

#### *E. Test Results Submittal*

Submit the results of the testing of the following items to the Engineer:

- Loop Detector Testing
- Signal Cable Testing
- Interconnect Cable Testing
- Pre-emption Testing
- Controller and Cabinet Testing
- Any other operational testing required by the Engineer

#### *F. Mast Arm Pole Chart*

For locations with mast arm pole installations, submit a –Mast Arm Pole Chart‖ for review and approval by the Engineer. The —Mast Arm Pole Chart‖ shall also include a sketch on an 8 ½ inch x 11 in (216 mm x 297 mm) sheet of paper showing the following:

- Curb lines

Location of mast arm pole based on utility information. (Final location of mast arm pole must meet the criteria for setback from the road as specified in the Roadside Design Guide by AASHTO and in the Standard Detail Drawings)

- Distance from both adjacent curbs to mast arm pole
- Distance along mast arm from pole to curb and from curb to each proposed signal head
- Directional arrow
- Street names
- Position of Luminaries

Label the sketched distances. Once this pole chart is approved, the contractor shall use the distances measured to the proposed signal head locations when ordering the mast arm to ensure that the mast arm is fabricated with holes for signal head wiring in the correct locations.

## **647.2 Materials**

### **647.2.01 Delivery, Storage, and Handling**

#### **A. State-supplied Equipment**

For projects where traffic signal equipment is to be supplied by the Georgia Department of Transportation, obtain State-supplied traffic signal equipment from the Traffic Signal Electrical Facility (TSEF):

1. Contact the Engineer by phone or correspondence within one week after receiving the Notice to Proceed and arrange for a location to pick up the signal equipment.
2. Sign GDOT's Warehouse Issue Request Form 592 to accept delivery of the State-supplied equipment from GDOT's Traffic Signal Equipment Warehouse. Initial Form 592 if equipment is received from a GDOT District Field Office.
3. Inspect the equipment to ensure that it is operating properly and perform any operational tests within ten (10) calendar days after receiving the equipment.
4. Before installation, and within ten (10) calendar days, certify to the Engineer in writing that the State-supplied equipment was received in good condition.
5. Notify the Engineer in writing if the State-supplied equipment is defective. The State Signal Engineer will replace the defective State-supplied equipment.
6. If no written dissent is received after ten (10) calendar days or if equipment is installed in the field, the Engineer will consider this equipment to be satisfactory and accepted.
7. The Contractor shall supply new equipment to replace State-supplied equipment that is damaged by the Contractor.

#### **B. Signal Equipment**

See Section 925 for signal equipment specifications.

The signal equipment, components, supplies, or materials used in traffic signal installation may be sampled and tested if not previously approved by the Department.

Test according to the Specifications and the Sampling, Testing, and Inspection Manual using one or more of the following methods:

- Have the Department use their own facilities?
- Have the supplier or manufacturer use their facilities with an authorized Department representative to witness the testing.
- Provide independent laboratory test results indicating compliance with Department Specifications referenced in Subsection 647.1.02, —Related References, of this document.
- When testing by the Department is required, supply the item to the Department. Acceptance of materials tested does not waive warranties and guarantees required by the Specifications.

#### **C. Cable**

Use cable that conforms to Section 680, Section 925, and the appropriate IMSA, NEMA, or UL Specifications for the wire or cable.

Obtain pole attachment permits required by local utility companies or pole owners to allow joint use for signal cable, hardware, or other auxiliary devices.

#### *D. Interconnect Communications Cable*

The interconnect cable (communication cable) links the master controller, the field controllers, and sensors. Follow these guidelines:

1. Use fiber optic interconnect cable for all new interconnected signal systems. See Section 935 for fiber optic cable information, specifications and installation and testing techniques.
2. Use copper cable only as directed by the Project Engineer or where specifically shown in the Plans.
3. Refer to Section 647.3.05, —Constructionl, of this document for installation.

#### *E. Messenger Cable*

Use cable that conforms to ASTM A 475 Siemens-Martin grade or better with Class A coating. The messenger is used to support cable indicated in the Plans as overhead cable. Use devices such as wire ties or lashings to attach the cable.

- Before erecting the messenger strand, determine the suspension strand length to span the distance between the poles.
- Run the messenger strand from structure to structure without splicing.
- The maximum allowable sag is five percent (5%) of one-half of the longest diagonal distance between the signal poles.
- Calculate attachment points for the messenger strand at the signal pole according to the Plan detail sheet.

#### *F. Fiber Optic Cable*

Use fiber optic cable that complies with Section 935. Use Department approved materials, and utilize Department and fiber optic cable manufacturer recommended installation methods practices and techniques for installation, storage and termination of fiber optic cable.

- Use minimum 24 fiber, single mode fiber optic cable, for communications unless otherwise specified in the plans.
- Submit fiber optic cable manufacturer supplied product information on materials to be used for review for Specification Section 935 for compliance.
- Before erecting the messenger strand, determine the suspension strand length to span the distance between the poles.
- Run the messenger strand from structure to structure without splicing.
- The maximum allowable sag is five percent (5%) of one-half of the longest diagonal distance between the signal poles.
- Calculate attachment points for the messenger strand at the signal pole according to the Plan detail sheet.
- For underground installation, utilize materials and techniques approved by the Engineer and in conformance with Subsection 647.3.05.M and detail sheets for conduit and pull box installations. Underground fiber optic cable installation shall include tone tape or cable for utility detection and in compliance with project detail sheets.

#### *G. Conduit on Structures*

Use rigid metallic materials for all exposed conduit for cabling. Use metallic conduit on the exterior

of signal poles and other structures and to house signal conductors for the entire length from the weatherhead on the pole to the interior of the cabinet (see Subsection 647.3.05X).

### **647.3 Construction Requirements**

Refer to Subsection 107.07 of the Specifications regarding proper conduct of The Work.

#### **647.3.01 Personnel**

For the definition of a qualified electrician, see Subsection 755.1.01.

#### **647.3.02 Equipment**

Use machinery such as trucks, derricks, bucket vehicles, saws, trenchers, and other equipment necessary for the work and approved by the Engineer prior to installation operations.

#### **647.3.03 Preparation**

##### **Utility Permits**

##### **A. Application**

Apply for, obtain, and pay for utility services and pole attachment permits for signal operation required in the Plans.

##### **B. Maintenance**

Maintain these utility services until Final Acceptance of each signal installation. After Final Acceptance, transfer these services and permits to the local government or jurisdiction responsible for maintenance and operation. Ensure that the transfer does not interrupt service.

##### **C. Utility Location**

##### **1. Adjustment**

Prior to ordering signal poles, locate utilities and adjust the location of poles, where necessary, to minimize utility conflicts. Obtain approval from the Engineer for any deviation from the Plans.

Determine the final length of mast arms based on any field adjusted pole locations. Final location shall be approved by the Engineer.

##### **2. Clearance**

When installing aerial cable of any type, ensure that overhead clearance and separation requirements conform to local utility company standards and the NEC. Refer to the Standard Details Drawings for further information on utility clearances.

##### **3. Pre-emption**

When traffic signal pre-emption is used, coordinate with the railroad, fire department or any other agency that uses pre-emption to obtain pre-emption output and route output cable to the signal controller operating the intersection to be pre-empted. Obtain all permits and approval for crossing at grade or grade separated railroad facilities.

#### **647.3.04 Fabrication**

General Provisions 101 through 150.

#### **647.3.05 Construction**

##### **A. Acquiring and Disposing of Equipment**

Do not modify the signal equipment, design, and operation without the District Traffic Operations Engineer's written approval.

All traffic signal equipment removed or replaced shall be returned to District Traffic Signal Shops unless otherwise noted in the Plans or as directed by the Engineer.

**B. Traffic Signal Equipment Modification and Removal**

Upon modification of any existing traffic signal equipment, responsibilities for maintenance, operations and response to traffic signal malfunction become the responsibility of the contractor and provisions of Section 647.3.07, —Contractor Warranty and Maintenance, apply.

- Remove existing signal equipment that is not used in the final installation when the new signal equipment is operational.
- Carefully remove equipment to minimize damage and retain it in its original form. This equipment may include: Steel poles including the foundation down to 2 feet (600 mm) below ground level finished grade Concrete Strain poles
  - Timber poles
  - Traffic signal cabinets including contents, cabinet base and work pads Original signal heads including span wire support
  - Other equipment not retained in the final installation

Salvage the equipment as directed in the Plans or as directed by the Engineer

1. If the Plans specify delivery of salvaged equipment to a Department facility, provide an inventory list and arrange a mutually agreeable delivery time with the Engineer twenty-four (24) hours in advance.
2. Replace traffic signal equipment that the Engineer determines has been damaged or destroyed during installation or modification of the traffic signal, at no expense to the Department. Replace with new material.
3. If the Engineer finds that the existing material to be relocated is unsatisfactory, replace with new material. The costs will be paid for as Extra Work. Include the removal costs of all equipment, including salvaged equipment, in the cost of the overall bid price submitted.
4. Remove old signal heads by the end of the day that the new signal equipment is placed in operation. Remove all other signal equipment within seven (7) days after operations of the newly operational equipment, or within thirty (30) day burn-in period commencement.

**C. Auxiliary Cabinet Equipment**

Provide auxiliary cabinet equipment or special purpose equipment with connecting harnesses, if necessary, or as shown in the Plans or Standard Detail Drawings.

1. Install the equipment in its associated cabinet. Extraneous wiring maybe necessary to install the equipment. Additional cabling shall be enclosed in rigid, galvanized conduit and neatly secured.
2. Connect the auxiliary equipment to its cable harness, or insert it in premounted racks or sockets.

**D. Signal Controllers**

Furnish and install approved microprocessor controllers at the locations shown in the Plans or as directed by the Engineer. All equipment furnished shall comply with Section 925 Traffic Signal Equipment.

1. Identify the controller and other auxiliary equipment by serial number and model. These

numbers shall agree with previously approved catalog submittals.

2. Assemble the controller, cabinet, and auxiliary equipment to provide the operational sequence shown in the Plans and future operations specified.

#### *E. Cabinet Assembly*

##### *1. Location*

When placing the cabinet, choose a location that:

- a. Protects maintenance personnel from vehicles when servicing the equipment
- b. Allows the front panel door of the controller to open away from the intersection for view of signal indications while servicing or performing cabinet work.
- c. Does not block a sidewalk or passageway and complies with Federal regulations for Americans with Disabilities Act (ADA) clearance requirements.
- d. Is located away from the roadway or curb line to prevent vehicular damage to the cabinet.
- e. Is not located within drainage areas or installed in areas likely to collect and hold surface water.

Relocate the cabinet to avoid conflicts from proposed reconstruction projects, commercial driveways, etc. within the right-of-way at the Engineer's discretion.

##### *2. Erection*

Install and level traffic signal controller cabinets at locations shown in the Plans and/or as directed by the Engineer.

- a. Install cabinets to conform to the Standard Detail Drawings. Install pole or base-mounted as indicated in the Plans.
- b. Seal base-mounted cabinets to their base using silicone-based sealer. Pliable sealant used shall not melt or run at temperatures as high as 212 °F (100 °C).
- c. Use prefabricated bases and work pads
- d. Install technician pad in front and rear of the controller cabinet door. See standard details for pad information.

##### *3. Field Cabinet Wiring*

All wiring shall be neat and secured and comply with NEC, NEMA, and Table 647-1, Table 647-2, Table 647-3 and Table 647-4 of this Specification.

- a. Cut field cabinet wiring to the proper length and organize it in the cabinet.
  - Use at least No. 6 AWG wire on conductors between service terminals and the -AC+I terminals to signal light relays, and buss terminals.
  - Use at least No. 6 AWG wire on terminal connections to light neutral.
- b. Crimp terminal connections to conductors with a ratchet-type crimping tool that will not release until the crimping operation is completed.
- c. Do not use splices inside the controller cabinet, base, or conduit.
- d. Do not use solid wire, except grounding wire.
- e. Supply the cabinets with cabinet wiring diagrams, schematic drawings, pin assignment charts, and manuals for circuits and components. Store these documents in the cabinet in a resealable, weatherproof container.

#### *F. Signal Monitors*

Furnish signal monitor equipment as follows:

1. Mount signal monitors in a rack with appropriate connectors to attach to the wiring harness.
2. Program the monitor card according to the signal operation indicated in the Signal Plans before placing the installation in flash or stop-and-go operation.
3. Configure and equip the signal monitor to monitor all red signal indications. Ensure that the red output for unused or vacant load bays or output slots is jumpered to 120 V AC+.

**G. Power Disconnect**

Install a power disconnect box at each intersection as shown in the Standard Detail sheets. Install service cables from disconnect box and terminate as specified on the controller cabinet-wiring diagram.

**H. Flashing Beacon**

Furnish and install the flashing beacon controller at the locations shown in the Plans and/or as directed by the Engineer. Install it as a complete unit (solid state flasher and cabinet with time clock, if applicable) and ensure that it conforms to this Specification.

**I. Loop Detector Systems**

Install and test loop detector systems according to NEMA Standards Publication TS 1-1983, Section 15, Inductive Loop Detectors, subsequent revisions (except as shown in the Plans), details, notes, and this Specification.

Ensure that loop detectors are complete and fully operational before placing the signal in stop-and-go operation.

**1. General Installation Requirements**

Each loop must consist of at least two turns of conductor, unless otherwise shown in the Plans or this Specification. Do not place a portion of the loop within 3 feet (1 m) of a conductive material in the pavement such as manhole covers, water valves, grates, etc.

- a. Install pull boxes, condulets, and conduits before beginning loop installation.
- b. Ensure that the ambient pavement surface temperature in the shade is at least 40 °F (5 °C) before placing sealant into saw cuts.

**2. Loop Saw Cuts**

- a. Outline the loop on the pavement to conform to the specified configuration.
- b. Install the detector loop in a sawed slot in the roadway surface deep enough to provide at least 2 inches (50 mm) of sealant cover.
- c. Ensure that the slot is at least 0.25 inches (6 mm) wide for stranded No. 14 AWG loop wire, THHN, THWN, XHHN, or XLPE, and at least 0.31 inches (7 mm) wide for polyethylene or PVC encased No. 14 AWG loop wire.
  - 1) At the intersection of the slots, drill a 1.25-inch (31 mm) diameter hole or make miter saw cuts in the pavement.  
Overlap miter saw cuts at the intersection of saw cuts so that the slots have a full-depth and smooth bottom.
  - 2) Prevent the wire from bending sharply.
  - 3) Do not install detector loop wire unless sawed slots are completely dry and free of debris. Use compressed air to thoroughly dry the sawed slot.

- 4) Install the loop wire starting at the nearest pull box or conduit, around the loop for the specified number of turns, and back to the pull box or conduit.

**NOTE: Loop wire from the street is to be spliced in condulets or pull boxes only.**

- d. Press the wire in the slot without using sharp objects that may damage the jacket.
- e. Hold the loop in place every 5 feet (1.5 m) with 1-inch (25 mm) strips of rubber, neoprene, flexible tubing, or foam backer rod as approved by the Engineer.
- f. Leave the hold down strips in place when filling the slot with loop sealant.
- g. Where encased loop wire is used, apply a waterproof seal to the ends of the polyethylene tubing that encase the wire to prevent moisture from entering the tube.
- h. Where the loop wires cross pavement joints and cracks, protect the loop wires using the method specified in  
—Miscellaneous Details in the Plans.

### 3. Loop Sealing

After successfully testing each loop, fill the slots with sealant to fully encase the conductors.

- a. Ensure that the sealant is at least 2 inches (50 mm) thick above the top conductor in the saw cut.
- b. Apply the sealant so that subsequent expansion does not extend the sealant material above the pavement surface.
- c. Before the sealant sets, remove surplus sealant from the adjacent road surfaces without using solvents or epoxy sealants.
- d. Obtain approval from the Office of Materials and Research to use polyurethane sealants. They shall conform to Subsection 833.2.09.
- e. When the Engineer determines that the loop sealant can accommodate traffic but the surface is tacky, dust the sealer on the pavement surface with cement dust before opening the roadway to traffic.
- f. Dispose of the solvents used to clean loop installation equipment according to the manufacturer's specifications and local, State, and Federal regulations.

### 4. Loop Connections

Connect loop conductors to a shielded lead-in cable that runs from the pull box adjacent the pavement edge or conduit to the detector hook-up panel in the controller cabinet, unless otherwise specified in the Plans.

- a. Use continuous (no splices) shielded lead-in cable from the pull box or conduit to the cabinet input file terminal. Do not ground the shield in the loop lead-in cable at the cabinet.
- b. Connect each loop to an individual detector channel as specified in the Plans.
- c. If the Plans specify that two or more loops will be operated on the same detector channel or detector amplifier unit, wire them in series to their loop lead-in at the pull box or conduit.
- d. Use series-parallel connections when series connections do not meet the manufacturer's specified operating range for the detector amplifier unit.
- e. Make weather-tight and waterproof splices as detailed on the plan Standard Detail sheets.



Make loop splices to loop lead-in cable only after the detector system has been tested and demonstrated under traffic conditions to the Engineer's satisfaction.

#### 5. Loop Maintenance

Locate all existing loops, determine the operational status of all loop assemblies, and notify the Engineer prior to commencing loop construction activities at the intersection.

Maintain all existing, operational loops, unless otherwise notified by the Engineer. Repair of an existing loop that is non-operational prior to beginning work will be considered as extra work.

Locate points of conflict between new loops and existing loops, and install all new loops and saw cuts so as not to cut existing loop lead-ins and loop wires that are to be retained.

If an existing operational loop that is not scheduled for replacement fails during the construction time frame, notify the Engineer and complete the replacement of the damaged loops immediately.

The Engineer may grant a twenty-four (24) hour period to repair the loops if their operation is not critical. All costs associated with the replacement of the loops damaged during construction shall be charged and paid for by the Contractor.

#### *J. Pedestrian Push Button*

Install the push button with a pedestrian instruction sign as illustrated on the Department's standard detail sheets and according to the Plans.

1. Place the pedestrian buttons as shown on the signal plan sheet and within easy access of the pedestrian crosswalk.
2. Position the pedestrian button to correspond to the appropriate signal phase. Locate pedestrian buttons perpendicular to the appropriate signal indication and signal phase, and as field conditions require.
3. Place the buttons approximately 3.5 feet (1.05 m) above the sidewalk or ground level.

#### *K. Cable*

Install and connect electrical cable to the proper equipment to produce an operating traffic signal system. Use stranded copper cable conforming to Section 925.

Install wiring in accordance with ISMA, NEMA, UL, and the Department's Traffic Signal Wiring Standards, shown in Tables 647-1, 647-2, 647-3, and 647-4 of this Specification.

In addition to the information provided below, see Section 682, Section 922, and Section 925 for cable equipment and installation specifications.

<b>Table 647-1 Vehicular Signals Georgia DOT Wiring Standards</b>			
<b>Signal Indications</b>	<b>3-Section Signal Heads Seven Conductor Cable</b>		<b>5-Section Signal Heads Seven Conductor Cable</b>
	Phases 2, 4, 6, and 8	Phases 1, 3, 5, and 7	Phases 1/6, 2/5, 3/8 & 4/7
Red	Red Wire		Red Wire
Yellow	Orange Wire		Orange Wire
Green	Green Wire		Green Wire
Red Arrow		White Wire with Black Tracker	
Yellow Arrow		Black Wire	Black Wire
Green Arrow		Blue Wire	Blue Wire
Neutral	White Wire	White Wire	White Wire

<b>Table 647-2 Vehicular Loop Detectors Georgia DOT Wiring Standards</b>				
<b>Detectors</b>	<b>Phases 3, 4, 7, and 8 Presence Loops</b>		<b>Phases 2 and 6 Setback Pulse Loops and Phases 1 and 5 Presence Loops</b>	
	<b>Loop Wires</b>	<b>Shielded Loop Lead-in Cable, 3 Pair</b>	<b>Loop Wires</b>	<b>Shielded Loop Lead-in Cable, 3 Pair</b>
Right Curb Lane	Red Wire	Red/Black Pair (1)	Red Wire	Red/Black Pair (1)
Second Lane	Green Wire	Green Black Pair (1)	Green Wire	Green Black Pair (1)
Third Lane	White Wire	White/Black Pair (1)	White Wire	White/Black Pair (1)
Fourth Lane	Red Wire	Red/Black Pair (3)	Red Wire	Red/Black Pair (3)
Fifth Lane	Green Wire	Green/Black Pair (3)	Green Wire	Green/Black Pair (3)
Sixth Lane	White Wire	White/Black Pair (3)		
First Left-Turn Lane			Red Wire	Red/Black Pair (4)
Second Left-Turn Lane			Green Wire	Green/Black Pair (4)

<b>Table 647-3 Pedestrian Signals Georgia DOT Wiring Standards</b>		
<b>Signal Indications</b>	<b>2-Section Signal Heads Seven Conductor Cable</b>	
	<b>Phases 2 and 6</b>	<b>Phases 4 and 8</b>
Don't Walk	Red Wire	White Wire with Black Tracker
Walk	Green Wire	Blue Wire
Neutral	White Wire	White Wire

<b>Table 647-4 Pedestrian Detectors Georgia DOT Wiring Standards</b>		
<b>Push Buttons</b>	<b>3 Pair Shielded Cable</b>	
	<b>Phase 2 and 6</b>	<b>Phase 4 and 8</b>
Call	Green and Black Pair	Red and Black Pair

*NOTE: Do not use aluminum cable.*

#### **L. Signal Cable for Vehicular Signal Heads and Pedestrian Heads**

Install cable for signal heads and pedestrian heads as follows:

1. For vehicle signal heads, install one 7-conductor signal cable for each intersection approach from the controller cabinet to the leftmost through-signal head on each approach. From this leftmost signal head, install a 4-conductor signal cable to each of the other signal heads on the same approach in sequence.
2. For pedestrian signal heads, install one 7-conductor signal cable from the controller cabinet to each pedestrian head installation location to operate either one or two pedestrian heads.
3. Make a minimum 2-foot (600 mm) diameter weather drip loop as shown in the Standard Detail Drawings in the Plans at the entrance to each signal head, pole, overhead conduit, and weatherhead.
4. Neatly tie signal cables leaving a structure or weatherhead to enter a signal fixture. Tie the cables to the messenger cable as illustrated in the Standard Detail Drawings.

#### **M. Interconnect Communications Cable**

Use fiber optic interconnect cable for all new interconnected signal systems. See Section 935 for fiber optic cable information, specifications and installation and testing techniques. Install and test interconnect communications cable as follows:

1. Installation
  - a. Provide support for the interconnect cable on new or existing utility poles or signal poles; install underground in conduit.
  - b. Pull cables with a cable grip that firmly holds the exterior covering of the cable.
  - c. Pull the cables without dragging them on the ground, pavement or over or around obstructions. The Engineer will inspect and approve the cable prior to installation. Use

powdered soapstone, talc, or other approved inert lubricants to pull the cable through the conduit.

- d. When using a separate messenger cable, spirally wrap the communications cable with a lashing machine according to the IMSA-20-2 Specifications.
- e. Do not splice outside the signal cabinet except at the end of full reels of 5,000 feet (1500 m).
- f. Ensure that splice points are near support poles and accessible without closing traffic lanes.
- g. Unless drop cable assemblies for communications are used, loop the cable in and out of the control cabinets. Coil and tie 10 feet (3 m) of cable in the controller cabinet foundation. Tape the cable ends to keep moisture out until the terminals are attached.
- h. Prevent damage to the cable during storage and installation.

**NOTE: Do not allow workers to step on or run over any cable with vehicles or equipment.**

## 2. Field Test

Conduct a test for continuity and isolation with the Engineer according to Section 935.

- a. Perform the attenuation test for each fiber. Test for all events above 0.10 dB and total attenuation of the cable. Submit both printed and electronic (diskette) OTDR testing results as referenced in Subsection 935.1.03.
- b. Perform the isolation test for testing insulation resistance for each conductor and cable shield in the system.
  - 1) Fiber optic cable testing is to be conducted according to the requirements of Section 935.3.06.B, of the Specifications.
  - 2) Record the fiber cable test results for each on the Interconnect Cable Data Sheet and include it as project documentation.
- c. If the conductors fail the continuity or isolation test, remove the installed cable, install new cable, and repeat the tests.

Table 647-5 Interconnect Cable Data Sheet	
<b>Conditions</b>	
Project Number:	
Date:	
Weather:	
Temperature:	
Contractor:	
<b>Location</b>	
Controller Cabinet:	

City or County:		
Intersection Name(s)		
Route Number(s)		
Termini of Cable:		
<b>Materials</b>		
Type:		
Manufacturer:		
Number of Conductors:		
Splice Point:		
Total Length of Cable:		
<b>Tests</b>		
<b>Conductor Tube Color Description</b>	<b>Continuity</b>	<b>Attenuation</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Shield		
<b>Comments</b>		
Inspector's Name and Title:		

*N. Loop Detector Lead-in Cable*

Use 3-pair shielded lead-in cable in compliance with Section 925 for Detector loop lead-in installed for loop detectors. Use a shielded lead-in cable connecting the loop to the detector hook-up panel in the controller cabinet, unless otherwise specified in the Plans.

- Splice the loop detector wire to a shielded loop detector lead-in cable in a pull box adjacent

to the loop detector installation.

- Use continuous (no splices) shielded lead-in cable from the pull box or conduit to the cabinet input file terminal. Do not ground the shield in the loop lead-in cable at the cabinet.
- Connect each loop to an individual detector channel as specified in the Plans.
- Make weathertight and waterproof splices between lead-in and loop wire. Loop installation may be approved only after the detector system has been tested and demonstrated under traffic conditions to the Engineer's satisfaction, during the Operational Test Period.

*O. Pedestrian Push Button Lead-in*

Use 3-pair shielded lead-in cable compliant with Section 925 for pedestrian push buttons. Install one 3-pair shielded lead-in cable to each corner of the intersection, to operate either one or two push buttons. Do not ground the shield for the push button lead-in cable at the controller cabinet.

*P. Messenger Cable, Stranded-Steel*

Set messenger strands so that the height of the installed traffic signal heads conforms to the clearances on the Standard Detail Drawings. Lash cables to messenger cable or use cable ties spaced at 6-inch (150 mm) increments.

1. Drill wood poles to receive the eye bolts so that the span wire and eyebolt at each connection form a straight angle. Never pull or strain the messenger on the eye bolt to an angle of variance greater than ten degrees (10°).
2. Attach down guy wires to guy hooks. Never attach them directly to the eyebolt.
3. Ensure that messenger strand clearances conform with local utility company standards.
4. Make stranded messenger cable attachment points with the appropriate size strand vises or 3 bolt clamps. Stranded steel messenger cable is not paid for separately under this Specification.

<b>NOTE: Never splice messenger cable between structures.</b>
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*Q. Underground Cable for Signal Circuits*

Underground cable for signal circuits includes cable, with conduit, as shown in the Plans. Install cable under existing pavement or surfaced shoulder, according to Subsection 680.3.05.

1. Cable in Conduit

Pull cable into conduits as follows:

- a. Pull cables into conduits without electrical or mechanical damage. Pull cables by hand only. The use of trucks or other equipment is not permitted, unless approved by the Engineer. If mechanical pulling is approved, do not exceed the manufacturer's tension rating for the cable.
- b. Pull cables with a cable grip that firmly holds the exterior covering of the cable.
- c. Use powdered soapstone, talc, or other inert lubricants to place conductors in conduit according to manufacturer's recommendations.
- d. Handle and install the conductors to prevent kinks, bends, or other distortion that may damage the conductor or outer covering.
- e. Pull all cables in a single conduit at the same time. When pulling cables through hand holes, pole shafts, etc., use a pad of firm rubber or other material between the cable and the opening edges to prevent cable damage.
- f. When installing cable in conduit with existing signal cable circuits, remove all existing

cables and pull them back into the conduit with the new cables.

- g. The distance between pull boxes in a run of conduit shall not be greater than 250 feet (75 m), unless otherwise shown in the Plans or approved by the Engineer, with the exception of fiber optic cable. The distance between pull boxes in a run of conduit for fiber optic cable shall not exceed 750 feet (225 m). Identification tape and or tone detection wire shall be used for fiber optic cable in conduit. All unused conduit shall have a continuous pull cable installed between pull boxes. All buried conduit shall be marked using sentinel marker posts identifying buried conduit, approved by the project engineer. See Section 682 for additional requirements.

## 2. Splices

Required signal conductor splicing shall be performed according to the National Electric Code; use materials compatible with the sheath and insulation of the cable.

Make splices at the first opportunity for items such as electrical communication boxes, pull boxes, controller cabinets, or pole bases unless otherwise shown in the Plans.

**NOTE: Do not splice signal conductor cables for vehicle signal heads or pedestrian heads between the controller cabinet and the first signal or pedestrian signal head attachment.**

**Do not splice the pedestrian push button lead-in cable between the controller cabinet and the first pedestrian push button on each corner.**

**Do not splice fiber optic cable or copper cable between intersections unless otherwise approved by the Engineer. If approved, splice only in above ground enclosures or aerial splice boxes. Do not splice fiber optic or copper cable in pull boxes.**

Make signal conductor line splices with copper-clad pressed sleeves or an approved equivalent. See Pull Box Splices in the miscellaneous construction details in the Plans.

- a. Insulate required splices with plastic, pressure sensitive, all-weather 1.5 mil (0.038 mm) electrical tape.
- b. Apply the tape half-lap to a thickness 1.5 times thicker than the factory-applied insulation and sheath. Taper it off over the sheath neatly to approximately 3 inches (75 mm) from the conductor splice.
- c. For cable splicing in junction boxes, use a heat-shrinkable, self-sealing splice instead of the above.
- d. Pad the sharp points and edges of the connector and fill voids with extra wraps of plastic tape. Do not stretch the tape excessively or cause creeping.

Make the spliced joints watertight.

**Note: Splice detector wires to shielded loop detector lead-in at pull boxes located immediately after the loop wire leaves the roadway. No splices will be permitted in shielded loop detector lead-in cable from this point to the controller cabinet.**

**R. Aerial Cable for Signal Circuits**

Aerial cable for signal circuits consist of one or all of the following cables:

- Loop lead-in (sensor and detector)
- Signal wiring (controller) Interconnect cable (communications)
- Support these cables on existing or newly installed signal or utility poles as detailed in Subsection 647.2.01.F.

**S. Conduit and Fittings**

Install conduit by type (rigid, HDPE, PVC) as shown in the Plans and the Standard Detail Drawings. Refer to the NEC, for conduit full percentages.

Separate signal conductors from vehicle detector and communications interconnect cables, except inside of poles. Separate the power cable to the controller cabinet from all other cables in its own 1 in (25 mm) rigid conduit except inside poles. Ensure that conduit conforms to Section 682, Section 923 and Section 925 with the following addition:

- Use flexible conduit only where shown in the Details or as directed to do so in writing by the District Signal Engineer.
- Use the conduit size specified in the Plans, unless otherwise directed by the Engineer. Obtain written approval from the Engineer prior to installing conduit other than the size specified in the Plans.

All 2-inch (50 mm) conduit elbows shall be –sweep type. The minimum radius for the elbow is 18 inches (450 mm), unless otherwise approved by the Engineer.

<p><b>NOTE: Do not use multi-cell conduit.</b></p>
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Install conduit and fittings as follows:

1. Ensure that exposed conduit on poles are rigid, galvanized metal conduit.
2. Ream the ends of metallic conduit after cutting the threads. Ream other conduits as necessary.
3. Cut the ends square, and butt them solidly in the joints to form a smooth raceway for cables.
4. Make conduit joints to form a watertight seal.
5. Coat metallic conduit threads with red- or white-lead pipe compound, thermoplastic or Teflon seal. Ensure that they are securely connected.
6. Make plastic conduit joints with materials recommended by the conduit manufacturer.
7. Install bushings in the conduit to protect the conductors. When conduit is installed for future use, properly thread and cap the ends of the metallic conduit runs.
  - a. Plug the ends of nonmetallic conduit runs to prevent water or other foreign matter from entering the conduit system.
  - b. Seal the exposed conduit ends with a permanently malleable material.
  - c. Ensure that empty conduit installed for future wire or cable has a nylon pull string or cord inside that is impervious to moisture and rot and can withstand a load of 50 pounds (23 kg) without breaking. Secure this pull cord at each open end and at each pull box.



8. Ensure that conduit on pole exteriors are mounted with galvanized, two-hole straps or clamps. Place the clamps not more than 3 feet (1 m) from junction boxes, condulets, or weatherheads. Place it at 5-foot (1.5 m) intervals elsewhere.
  - a. Fasten the clamps to wood poles with galvanized screws or lag bolts.
  - b. Do not install conduit risers on concrete, steel, or mast arm poles unless approved by the Engineer.
9. Install a weatherhead at the end of exterior conduit runs on a pole or other structure to prevent moisture of other matter from entering the conduit.
10. After installation, ensure that the conduit or fitting placement has not warped or distorted any condulet, terminal, or control or junction box.

#### *T. Underground Conduit*

Underground conduit includes encased or direct burial conduit.

1. Install the conduit in a trench excavated to the dimensions and lines specified in the Plans.
  - a. Provide at least 18 inches (450 mm) finished cover, unless otherwise specified.
  - b. Under pavement, excavate at least 36 inches (900 mm) below the bottom of the pavement.
2. Before excavation, determine the location of electrical lines, drainage, or utility facilities in the area to prevent damage.
  - a. Place the conduit where it will not conflict with proposed guardrail, sign posts, etc.
  - b. Change locations of conduit runs, pull boxes, etc., if obstructions are encountered during excavation. Changes are subject to the Engineer's approval.
  - c. Where possible, provide at least 12 inches (300 mm) between the finished lines of the conduit runs and utility facilities such as gas lines, water mains, and other underground facilities not associated with the electrical system.
3. When the conduit run is adjacent to concrete walls, piers, footings, etc., maintain at least 4 inches (100 mm) of undisturbed earth or firmly compacted soil between the conduit and the adjacent concrete or, when the conduit is encased, between the encasement and the adjacent concrete.

Unless specified in the Plans, do not excavate trenches in existing pavement or surfaced shoulders to install conduit.

4. When placing conduit under an existing pavement, install the conduit by jacking and boring, or other approved means. See Section 615 for jacking and boring pipe specifications. Obtain the Engineer's approval prior to installing conduit by means of boring-method.
5. When the Plans allow trench excavation through an existing pavement or surfaced shoulder, restore the pavement shoulder surface, base, and subgrade according to the Specification.
6. Cut trenches for conduit on a slight grade (0.25 percent minimum) for drainage, unless otherwise specified. When the grade cannot be maintained all one way, grade the duct lines from the center, both directions, down to the ends.
7. Avoid moisture pockets or traps. Excavate vertical trench walls.
8. Tamp the bottom of the trench to produce a firm foundation for the conduit.
9. When necessary to prevent damage, sheet and brace the trenches and support pipe and other

structures exposed in the trenches.

10. Conduit installed for fiber optic cable installation shall have detectable tone wire installed for detection as specified and detailed in the Project Standard Detail Sheets.

*U. Encased Conduit*

Place encased conduit in the locations shown in the Plans unless otherwise specified. Construct as follows:

1. Construct the encasement using Class A concrete that meets requirements in Section 500.
2. Extend the encasement or conduit under roadway pavements or surfaces 6 inches (150 mm) past the outer edge of paved shoulders or sidewalks, or past curbs if no shoulder or sidewalk is present.
3. Extend the conduit at least 3 inches (75 mm) beyond the encasement.
4. Place 3 inches (75 mm) of concrete in the bottom of the trench and place the conduit on top of it.
5. Temporarily plug the ends of the conduit to prevent concrete or foreign materials from entering.
6. Cover the conduit with at least 3 inches (75 mm) of concrete.

Wait to encase the conduit with concrete until the Engineer inspects and approves the conduit.

7. Cure the concrete encasement according to Subsection 500.3.05.Z, except curing may be reduced to twenty-four (24) hours. Use a precast encasement if approved by the Engineer.

*V. Direct Burial Conduit*

Install direct burial conduit as shown in the Plans. Use rigid galvanized steel, polyvinyl chloride, or polyethylene conduit. Excavate at least 36 inches (900 mm) below the top of the finished ground or 36 inches (900 mm) below the bottom of the pavement.

When rock is in the bottom of the trench, install the conduit on a bed of compacted, fine-grain soil at least 4 inches (100 mm) thick.

Conduit installed for fiber optic cable installation shall have detectable tone wire installed for detection as specified in Section 935 and detailed in Standard Detail Sheets.

*W. Backfilling*

Immediately backfill the conduit after the Engineer's inspection and approval, except for encased conduit, which must complete a twenty-four (24) hour cure period.

1. Backfill with approved material free of rocks or other foreign matter.
  2. Backfill in layers no greater than 6 inches (150 mm) loose depth, up to the original ground level.
- 3 Compact each layer to one hundred percent (100%) of the maximum dry density as determined by GDT 7, GDT 24a, or GDT 24b, GDT 67.

*X. Conduit on Structures*

Install conduits, condulets, hangers, expansion fittings, and accessories on structures according to the Plans and, unless otherwise specified, the following:

1. Run the conduit parallel to beams, trusses, supports, pier caps, etc.
2. Install horizontal runs on a slight grade without forming low spots so they may drain properly.
3. Run conduits with smooth, easy bends. Hold the conduit ends in boxes with locknuts and bushings to protect the conductors.

4. When not specified in the Plans or Special Provisions, submit the type and method for attachment to structures to the Engineer for submission to the District Traffic Operations Engineer for approval.

All exposed conduit shall be galvanized, rigid conduit unless otherwise specified.

**Y. Testing Conduit**

After installing the conduit, test it in the presence of the Engineer.

1. Test conduit using a mandrel 2 inches (50 mm) long and 0.25 inches (6 mm) smaller in diameter than the conduit.
2. Repair conduit to the Engineer's satisfaction if the mandrel cannot pass through. If repairs are ineffective, remove and replace the conduit at no additional cost to the Department.
3. Thoroughly clean the conduits. When installing conduit but wiring at a later date:
  - a. Perform the mandrel test.
  - b. Ream the duct opening to remove burrs or foreign matter.
  - c. Thoroughly clean the duct.
  - d. Provide and install a weatherproof cap at each open end.
  - e. All installed conduit not used or containing cable shall have a continuous nylon pull string installed between junction boxes.

**Z. Grounding**

Ground the cabinets, controller, poles, pull boxes, and conduit to reduce extraneous voltage to protect personnel or equipment. See Section 639 and Section 924 for grounding requirements.

<p><b>NOTE: Grounding shall meet the minimum requirements of the NEC.</b></p>
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Provide permanent and continuous grounding circuits with a current-carrying capacity high enough and an impedance low enough to limit the potential above the ground to a safe level.

Perform grounding as follows:

1. Bond the grounding circuits to nonferrous metal driven electrodes. Use electrodes that are at least 0.625 inches (15 mm) in diameter, 8 feet (2.4 m) long, and are driven straight into the ground.
2. Use the shortest possible ground lead that leads directly to a grounding source.
3. Ensure that the maximum resistance between the ground electrode and the cabinet ground buss or other point in the grounding system is no greater than five (5) ohms.
4. Connect the ground electrodes and the ground wire with an exothermic weld.
5. Connect neutral conductors to the cabinet buss-bar and ground them at each terminal point.
6. Ground the cabinet with a No. 6 AWG solid copper wire between the buss-bar to the ground electrode. Bends shall not exceed 4-inch (100 mm) radius bends.
7. Permanently ground the poles by bonding the No. 6 AWG solid copper wire to a separate ground rod.
8. Ground pole-mounted accessories to the pole.

9. Underground metallic conduit or down guys are not acceptable ground electrodes. Do not use Snap-On connections.

#### *AA. Ground Rod*

Install ground rods in or adjacent to the traffic signal pole bases, controller cabinet bases, and pull boxes to shield and protect the grounding system.

When ground rods are not protected, bury them at least 2 inches (50 mm) below the finished ground level. See Section 924 for information pertaining to ground rod composition.

1. Use 0.625-inch (15 mm) diameter ground rods at least 8 feet (2.4 m) long. Use copper clad ground rods.
2. Drive single ground rods vertically until the top of the rod is no more than 2 inches (50 mm) above the finished ground.
3. Attach a length of No. 6 AWG solid copper wire to the top of the ground rod using an exothermic weld.
4. When controller cabinets are mounted on timber poles, ground them with No. 6 AWG solid copper wire attached to the ground rod. Run the wire inside a minimum 0.75 inch (19 mm) rigid conduit attached to the timber pole and to the chassis ground in the controller cabinet.
5. When ground penetration is not obtained:
  - a. Place a horizontal ground rod system of three (3) or more parallel ground rods at least 6 feet (1.8 m) center-to-center and no more than 2 inches (50 mm) above the finished ground.
  - b. Ensure that this grounding system produces a resistance of 5 ohms or less.
  - c. Join the ground rods and connect them to the grounding nut of the traffic signal base with No. 6 AWG solid copper wire.
6. Install a ground wire on wood poles.
  - a. Use at least No. 6 AWG solid copper wire bonded to the grounding electrode and extending upward to a point perpendicular to the uppermost span.
  - b. Place wire staples no greater than 2 feet (0.6 m) apart to secure the ground wire to the pole.
  - c. Connect the span wire to the pole ground using split bolt connectors. Use the pole ground for a pole mount cabinet.
7. Ensure that grounding for signal strain poles conforms to the grounding assembly typical erection detail sheet in the Plans.
8. Permanently ground cabinet and cabinet conduits to a multi-terminal main ground buss.
  - a. Use a No. 6 AWG solid copper wire bonded between the buss and grounding electrode.
  - b. Connect the power company neutral, conduit ground, and grounds of equipment housed in the cabinet to the buss-bar.
  - c. Do not ground to a permanent water system instead of the driven ground rod. Ensure that grounding devices conform to the requirements of the NEC and NEMA.

#### *BB. Signal Poles*

See Section 501 for signal pole materials certification and Subsection 925.2.27 and Subsection 925.2.28 for traffic signal equipment. Refer to the Plans for pole locations.

Where necessary, adjust pole location to avoid utility conflicts. Provide minimum clearance distances

between the signal pole and the roadway as specified in the Plans and on the Standard Detail Drawings.

#### 1. Strain Poles

Provide signal strain poles that conform to Section 639.

Provide caissons or foundations that conform to the —Construction Detail for Strain Pole and Mast Arm Pole Foundations‖ in the Plans.

Determine the required foundation size based on the manufacturer's specified —bending moment at yield for each pole.

Provide strain poles with manufacturer-installed holes for pedestrian heads and push buttons. Seal unused holes with watertight plugs and/or rubber gaskets.

Rake the poles during installation to provide a pole that is plumb once the load is applied.

#### 2. Metal Poles

Install metal poles as follows:

- a. Ensure that anchor bolts, reinforcing bars, and ground rods conform to Section 639 and Section 852 and are placed in the excavation.
- b. Support the anchor bolts with a template to provide the proper bolt circle for the pedestal or pole to be installed.
- c. Wire the reinforcing bars together or to the anchor bolts.
- d. Wire the conduits in the base to the reinforcing bars for support. Ensure that they are accessible above and beyond the foundation.
- e. Before pouring the foundation concrete, determine that the anchor bolt orientation is correct so that the tensile load is divided between at least two anchor bolts. Pour and vibrate the concrete with the Engineer present.
- f. Ensure that the pole foundations and pedestals with the anchor-type base conform to Section 500 and Section 639. Do not install or locate poles without the Engineer's approval.  
The Engineer may take a concrete test cylinder as it is being poured.
  - 1) Cure the cylinder and submit it for testing to the Office of Materials and Research.
  - 2) If the concrete foundation fails to meet the requirements of the Specifications and is not accepted, replace the foundation upon notification of failure.
- g. After installing poles and applying the load of the signal span, inspect them for plumb and for the proper horizontal position of the mast arm, when applicable.  
Correct deficiencies by using the leveling nuts on the anchor bolts or by adjusting the mast arm.
- h. The Engineer will examine the pedestals and poles for damaged paint or galvanizing.  
Restore the finish coating where necessary.
- i. After the Engineer approves the pole installation, finish the area between the pole base and the top of the foundation with grounding material.  
If the finish or galvanized steel materials is scratched, chipped, or damaged, the material will be rejected. The finish may be replaced as specified under Section 645, with the Engineer's approval.

**NOTE: Never add holes or openings to the metal pole or mast arm without approval from the Office of Bridge and Structural Design.**

- j. For poles or arms that need galvanization, thoroughly clean the steel poles and arms and touch up non- galvanized parts with i-d red or original-type primer.  
Apply the remaining coats according to the System V (Heavy Exposure) Section 535, unless otherwise indicated in the Plans.
- k. Install a service bracket on one pole at each intersection to attach power service wire as specified in the Plan details. Install a disconnect box on one pole at each intersection to attach power service where the power service is provided overhead.
- l. Install poles to which controller cabinets are attached with mounting plates, bolts, nipples, and at least two, 2 inch (50 mm) threaded openings at the top and bottom of the pole.
- m. Attach the fittings to the poles as specified by the manufacturer in the Plans or as the Engineer directs. The fittings may include:
  - Cast aluminum cap
  - Weatherhead with chase nipples and couplings
  - Galvanized elbow with bushing installed by cutting the pole and welding in place around the entire circumference
  - Copper-clad ground rod that is 0.5 inches (12 mm) or 0.625 inches (15 mm) diameter by 8 feet (2.4 m) long attached to the pole by a tap screw or weld fitting of No. 6 AWG semi-hard drawn solid copper wire and a standard copper clad ground clamp
- n. Use a strandvise to attach span wire to a clevis device or another strandvise. The Office of Materials and Research will inspect the anchor bolts. If approved, the Office of Materials and Research will display the inspector's hammer stamp mark on the top of the bolt.

### 3. Concrete Strain Poles

- a. Ensure that concrete strain poles meet the requirements of Section 639. Use concrete poles that have threaded couplings to accept weatherheads, pedestrian head mounting hardware, or utility service points shown in the construction details.
- b. Install concrete strain poles so that the angle of variance between the eye bolt on the pole and the span wire is less than ten degrees (10°).
- c. Verify pole hole orientations for pedestrian heads, pedestrian push button stations, luminaries arms, etc., with the Engineer prior to proceeding with traffic signal installation.

### 4. Mast Arms

Install mast arms that can accommodate traffic signal mounting hardware and that adhere to the manufacturer's recommended procedures and Section 925 and Section 915. Do not add holes.

- a. Seal the openings in the mast arms to prevent pests from entering.

- b. Align the mast arm to allow the signal heads to hang plumb at the correct height without using extensions.

**NOTE: The contractor shall submit a “Mast Arm Pole Chart” to the Engineer for review and approval as described in Subsection 647.1.03.E of this Specification.**

Verify pole hole orientations for pedestrian heads, pedestrian push button stations, luminaries arms, etc., with the Engineer prior to proceeding with traffic signal installation.

#### 5. Aluminum Pedestrian Pedestals Poles

Install aluminum pedestal poles, which adhere to Section 850 on breakaway aluminum bases that meet the requirements for breakaway construction. See Section 925 for breakaway base requirements. See the Standard Detail Drawings for Pole and Foundation Details.

- a. Secure at least four anchor bolts in a concrete foundation as shown in the construction detail.
- b. Contain the wiring inside the pole. Do not allow conduit outside the pole except to wire the pedestrian push button.
- c. Position the pedestal pole plumb and high enough to clear the pedestrian’s head as shown in the Plans - usually 10 feet (3 m) from the ground line.
- d. Instruct the supplier to furnish a mill certificate that shows the alloy and physical properties of the steel used in fabricating the anchor bolts. The bolts may be subjected to a tensile and shear strength test.

#### 6. Timber Poles

Timber poles do not require the use of concrete for filling the cavity around the pole base.

Use timber poles that meet the requirements of Section 861. Use Class II for all signal support poles.

Use Class IV for aerial loop lead-in or communication cable if approved by the Engineer. Poles shall be inspected and include AWW stamp.

Drill wood poles to receive the eye bolt so that the angle of variance between the eye bolt and span wire at each connection is less than ten degrees (10°). See the Standard Detail Drawings for additional information.

Guy timber poles use single or double guy wires as shown in the Plans and as directed by the Engineer.

Guy helper cables with separate guy wires when helper signal span cables are indicated in the Plans.

**NOTE: Never attach down guy wires to eye bolts. Attach down guy wires to guy hook brackets only and install insulating rods on all down guy installations as detailed on Standard Detail Sheets.**

#### *CC. Pull Boxes*

Ensure that pull boxes conform to Subsection 680.3.05.B and the Standard Detail Drawings or Plan

Detail Sheet. Install pull boxes as required by the Specifications and Plans.

1. Include provisions for drains in pull box excavations as specified.
2. Do not place the aggregate for the drain until the Engineer approves the excavation.
3. Set the precast pull boxes in place, level, and install conduits at required (conduit shall penetrate at least 3 inches (75 mm) into the pull boxes). Adjust the location of the pull box if necessary, to avoid obstacles.
  - Do not locate pull boxes on the curb side of the signal pole in the intersection radius return
  - Install pull boxes so that the long dimension is parallel to the adjacent roadway
  - Install the pull box at a location that is level with the surrounding ground or pavement. Do not place a pull box in a ditch or depression. Unless otherwise shown in the Plans, when installed either in a sidewalk or in the ground, the top of the pull box shall be level with the sidewalk or ground surface
4. Obtain the Engineer's approval, and begin backfilling and installing the frame and cover. Ground metal lids or covers.

#### *DD. Span Wire and Span Wire Assemblies*

Use span wire to support signal heads, cable, and other hardware only. Use messenger cable to support the aerial cable plant. Install span wire and messenger wire where specified in the Plans and in accordance with the Standard Detail Drawings. See Section 925 for information on span wire and messenger cable.

1. Install signal span wire not to exceed the sag specified in the Standard Detail Drawings.
2. Use helper cables where specified in the plans and on the Standard Detail Drawings.
3. See Subsection 639.3.05.F except, when erecting cable on a timber pole, in which case locate the attachment point a minimum of 18 inches (450 mm) from the top of the pole, to determine the required attachment point.
4. For construction of a box or modified box span, use either bullrings or interlocking strandvises. Be consistent throughout the intersection in use of bull rings or strandvises.
5. Install 8-inch (200 mm) diameter drip loop wrapped two times at the cable entrance to signal heads. Arrange cable so that it enters the structure from the bottom of the drip loop. Use a 24-inch (600 mm) diameter drip loop where cables enter a weatherhead and use a 24-inch (600 mm) sag at corners of a span.
6. Lash cables to span wire or use cable ties spaced at 6-inch (150 mm) increments.
7. Ground all span wire and down guy assemblies as shown on Standard Detail Sheets.

#### *EE. Traffic Signal Heads*

Place traffic signal heads according to the signal design and Plan detail drawings. Deviation from the Plans must be according to the MUTCD, current edition and at the Engineer's approval.

1. Install traffic signal heads at least 17 feet (5.1 m), but no greater than 19 feet (5.7 m) over the roadway.
2. Use extension mounting hardware to give signal heads on the same approach the same vertical clearance.



- a. If extensions are over 2.5 feet (0.75 m), tether them at the bottom of the signal head using 0.25-inch (6 mm) span wire and a breakaway tether plate or fitting.
  - b. Measure the clearance from the pavement to the lowest part of the assembly, including brackets and back plates.
  - c. Mount traffic signals on the side of wood or metallic poles with a clearance of at least 12 feet (3.6 m) above the sidewalk or pavement grade of the center of the highway, whichever grade is higher.
3. Connect the signal cable to the wire in each signal head to provide the correct signal indication when the cables are connected to the controller cabinet back panes. Do not splice cables except in hand holes at the bases of poles or overhead in junction boxes.
  4. Install optically programmable (OP) signal heads as shown in the Plans and standard detail sheet and as directed by the manufacturer.
  5. Mount OP heads securely or tether them to limit movement. Mask the lamp for directing visibility under the Engineer's supervision.
  6. Tether signal heads that have tunnel visors longer than 12 inches (300 mm), at the discretion of the Engineer.
  7. Attach signal heads to mast arms using rigid mounting brackets. See Section 925 for equipment information. Adjust signal heads on mast arms so that all red indications on the same mast arm are at the same elevation.
  8. Install lane control heads for reversible lane systems and ramp metering heads as shown in the Plans and the Standard Detail Drawings. Center each signal over the lane or lanes under signal control.

Leave a vertical clearance for blank-out signs as shown on the Standard Detail Drawings. Use a spirit level to ensure that the bottom edge of each sign is horizontal.

#### *FF. Pedestrian Signal Heads*

Install pedestrian signal heads on wood, concrete, steel strain poles, wood or steel auxiliary poles, or metal pedestal poles. Do not mix pole mount methods at the same intersection installation.

Install the pedestrian signal heads as shown on the Standard Detail Drawings and the intersection plan sheets and drawings.

Leave a vertical clearance from the bottom of the head to the ground level of least 10 feet (3 m) unless specified by the Engineer.

##### 1. Pedestal Mounts

- Make pedestal mounts with a lower supporting assembly consisting of: A 4-inch (100 mm) slip-fitter bracket.
- Hollow aluminum arms with a minimum inside cross-sectional area equal to a 1.5-inch (38 mm) pipe Use serrated locking devices that firmly hold the signal heads in the required alignment.

##### 2. Pole Mounts (Side of Pole)

For Metal poles, use side hinge —clamshell mounting hardware or hardware as described in Wood Pole or Metal Pole alternate.

a. Side Hinge —Clamshell  
See the Standard Detail Drawings.

b. Wood Pole or Metal Pole alternate:

Make pole mounts with the upper and lower assembly consisting of:

- A post arm with a minimum cross-sectional area equal to a 1.5-inch (38 mm) pipe A post hub plate that matches the outside pole contour.
- Secure the hubs to metal or concrete poles using 0.75 inch (19 mm) wide stainless-steel bands. Secure the hubs to wood poles using lag bolts.

Space the junctions so that each pedestrian signal head can be directed toward approaching traffic as needed. Use serrated locking devices that hold the pedestrian signal heads in alignment.

### *GG. Blank-out Signs*

Install blank-out signs as follows:

1. Securely fasten the signs to a stationary structure or to a messenger strand support system.
2. Center each sign over the lane or lanes under sign control, where applicable.
3. Leave a vertical clearance for blank-out signs as shown in the Plans or in Subsection 647.3.05.
4. EE, —Traffic Signal Heads. Use a spirit level to ensure that the bottom edge of each sign is horizontal.
5. Use terminal strips to connect each sign electrically to the external control box or cabinet.

### **647.3.06 Quality Acceptance**

#### **A. Testing Loop Detector Installation**

Test each loop after installing the conductors in the slots cut in the pavement and before sealing.

- Perform a test where the loop wire is spliced to the shielded lead-in wire and where the shielded lead-in wire enters the controller cabinet.
- If there are no splice points, such as in direct entry to the controller cabinet, only perform the tests at the controller.
- Record the test results on the Loop Installation Data Sheet in Table 647-8, as shown in this section. Make copies of the data sheet as needed.
- Include the data sheets in the records, and place a copy in the controller cabinet.

Conduct the following five (5) tests to evaluate each loop installation for acceptance before sealing the loop in the pavement:

1. Induced AC Voltage Test

Read 0.05 V AC or less on a digital voltmeter or no deflection on the pointer of an analog meter.

2. Inductance

Inductance (I) is measured in microhenries (mH), and the total inductance is equal to the inductance of loop plus inductance of the loop lead-in.

Acceptable inductance is within 10 percent (10%) of the calculated value for a single loop with the design criteria listed in Table 647-6 and Table 647-7:

<b>Table 647-6 Standard (Bi-Pole) Loops</b>	
6 ft x 6 ft (3 turns) [1.8 m x 1.8 m (3 turns)]	I = 76 mH per 100 feet of loop lead-in cable I = 76 mH per 30 m of loop lead-in cable
6 ft x 18 ft (2 turns) [1.8 m x 5.4 m (2 turns)]	I = 80 mH per 100 feet of loop lead-in cable I = 80 mH per 30 m of loop lead-in cable
6 ft x 30 ft (2 turns) [1.8 m x 9 m (2 turns)]	I = 126 mH per 100 feet of loop lead-in cable I = 126 mH per 30 m of loop lead-in cable
6 ft x 40 ft (2 turns) [1.8 m x 12 m (2 turns)]	I = 165 mH per 100 feet of loop lead-in cable I = 165 mH per 30 m of loop lead-in cable
6 ft x 50 ft (2 turns) [1.8 m x 15 m (2 turns)]	I = 205 mH per 100 feet of loop lead-in cable I = 205 mH per 30 m of loop lead-in cable
6 ft x 70 ft (2 turns) [1.8 m x 21 m (2 turns)]	I = 285 mH per 100 feet of loop lead-in cable I = 285 mH per 30 m of loop lead-in cable

<b>Table 647-7 Quadrupole (QP) Loops</b>	
6 ft x 30 ft (2, 4, 2 turns) [1.8 m x 9 m (2, 4, 2, turns)]	I = 269 mH + 23 mH per 100 feet of loop lead-in cable I = 269 mH + 23 mH per 30 m of loop lead-in cable
6 ft x 40 ft (2, 4, 2 turns) [1.8 m x 12 m (2, 4, 2 turns)]	I = 349 mH + 23 mH per 100 feet of loop lead-in cable I = 349 mH + 23 mH per 30 m of loop lead-in cable
6 ft x 50 ft (2, 4, 4 turns) [1.8 m x 15 m (2, 4, 4, turns)]	I = 429 mH + 23 mH per 100 feet of loop lead-in cable I = 429 mH + 23 mH per 30 m of loop lead-in cable
6 ft x 60 ft (2, 4, 2 turns) [1.8 m x 18 m (2, 4, 2, turns)]	I = 509 mH + 23 mH per 100 feet of loop lead-in cable I = 509 mH + 23 mH per 30 m of loop lead-in cable
6 ft x 70 ft (2, 4, 2 turns) [1.8 m x 21 m (2, 4, 2, turns)]	I = 589 mH + 23 mH per 100 feet of loop lead-in cable I = 589 mH + 23 mH per 30 m of loop lead-in cable

3. Leakage Resistance to Ground

The resistance to ground shall be 1 M $\mu$  or more.

4. Loop Resistance

The resistance reading on an ohmmeter is approximately within ten percent (10%) of the

- calculated value: Acceptable Resistance @ (dc @ 68 °F [20 °C]): ohms( $\mu$ )

- No. 14 AWG wire:  $R = 13.32\mu/\text{mile}$  (or)  $R = 2.523 \times 10^{-3}\mu/\text{ft}$ . Approximately 2.52 ohms per 1,000 feet of No. 14 AWG wire [ $R = 8.3\mu/\text{km}$  (or)  $R = 8.3 \times 10^{-3}\mu/\text{m}$ ]
- No. 12 AWG wire:  $R = 5.2\mu/\text{mile}$  (or)  $R = 9.85 \times 10^{-4}\mu/\text{ft}$ . Approximately 0.98 ohms per 1,000 feet of No. 12 AWG wire [ $R = 3.24\mu/\text{km}$  (or)  $R = 3.24 \times 10^{-3}\mu/\text{m}$ ]

5. Loop Q

Q at 50 kHz is greater than 5.

Report to the Engineer an out-of-range reading on any of the above tests. If a test is found unacceptable, remove the loop, install new wire, and repeat the test procedure.

Include in the test results:

- Type and model number of the equipment used (must be ohmmeter having a high resistance scale of  $R \times 10 \text{ KW}$  or greater)
- The last calibration date of the equipment and the scale used

Check the loop using an impedance tester to determine the natural operating frequency and impedance. Ensure that the completed units detect all motor vehicles. If the loop detection system does not meet the above test requirements, payment will not be made for work on the signal installation until corrections are completed.

<b>Table 647-8</b> <b>Loop Installation Data</b> <b>Sheet</b>	
<b>Conditions</b>	
Project Number:	
Date:	
Contractor:	
Weather:	
Temperature:	
Pavement Condition - Wet ( ) or Dry ( )	
<b>Location</b>	
City or County:	Phase:
Intersection Name or Number:	Function:
Route Number(s) or Name (s):	Lane Location:
Installation or Plan Sheet Number:	No. of Turns:
Size and Type of Loop:	Downstream/Upstream: Down ( ) Up ( )
Distance from Stop Bar:	Distance E.O.P/Curb to Lead-in:
Distance Lead-in Cable:	
<b>Material</b>	
Loop Wire Color/Insulation Type/Gauge:	
Loop Lead-In Wire Color/Insulation Type/Gauge:	

Splice Point:	
Conduit Length from Curb/E.O.P. to Splice Point:	
Conduit Length from Splice Point to Cabinet:	
Sealant Type and Part Number:	
Sealant Manufacturer and Lot No.:	

Interconnect Wire Type and Length:	
<b>Loop Tests</b>	
1. Induced Voltage ____ 2. Inductance____microhenries 3. Leakage Resistance to Ground_megohms 4. Loop Resistance____ohms 5. Loop Q (Quality)____Q	
<b>Comments</b>	
Inspector's Name, and Title	

### **B. Field Tests**

In addition to performing tests during installation and before turning on the equipment, perform the following tests on traffic signal circuits in the presence of the Engineer:

- Test each circuit for continuity
- Test each circuit for grounds

If a test fails, repair the circuit immediately. New signals shall operate in the flash mode for three (3) days prior to beginning stop-and-go operation unless otherwise directed by the Engineer.

### **C. Operational Tests**

After the equipment is installed and the system checkout is complete:

1. The Engineer will notify the District Traffic Operations Engineer in writing to request final inspection.
2. The District Signal Technicians will conduct an in-depth inspection and will give the Engineer a written punch list of items that the Contractor needs to correct within three weekdays of the notification.
3. When defects are resolved, the District Traffic Operations Engineer will begin an operational test period to demonstrate that every part of the system functions as specified.
  - a. The operational test for the traffic signal system shall be at least thirty (30) days of continuous, satisfactory operation.
  - b. If a component or system fails or shows unsatisfactory performance, the condition must be corrected and the test repeated until thirty (30) days of continuous satisfactory operation is obtained.
  - c. The District Traffic Operations Engineer will send the Engineer and Construction Office a letter showing the start, termination, suspension, or successful completion of the operational test period.
4. The District Traffic Operations Engineer may recommend payment only after the successful completion of the test period.
5. The Contractor shall obtain written acceptance of the signal installation from the District Traffic Operations Engineer before Final Acceptance.

Costs incurred during operational tests, including power consumption, shall be at the Contractor's expense and included in the price bid for Contract Items.

### **647.3.07 Contractor Warranty and Maintenance**

#### **A. Traffic Signal Equipment Maintenance**

Perform an inspection with the Engineer to determine the operational status of existing field equipment and finalize materials and equipment to be removed due to the project.

Prepare written directions identifying what equipment was operational and non-operational and responsibility for repair.

Functional responsibility for new traffic signal equipment installed will become the responsibility of the contractor until successful completion of a 30-day Acceptance Test Period.

Contractor responsibility for operation and maintenance for newly installed signal material at the intersection begins from the first day of construction activity at the intersection, including modification of existing equipment due to construction activity, until Final Acceptance of the traffic signal.

Measure and document existing vertical signal head clearance during the inspection. Maintain existing vertical clearances until Final Acceptance.

Failure to measure and document vertical clearances as part of the inspection will require that all signals be maintained with a vertical clearance of 17 feet (5.1 m) until Final Acceptance. Maintain newly installed signals continuously as detailed in following sections, until Final Acceptance.

Provide a telephone number where the Worksite Traffic Control Supervisor (WTCS) responsible representative of the contractor can be reached twenty-four (24) hours a day seven (7) days a week in the event of an emergency.

If a signal is not functioning properly:

1. Non-Emergency

Commence work on this signal within one (1) day of the written notice from the Engineer requesting per calendar day charged against monies due or that may become due until the maintenance work is started.

Liquidated damages are in addition to those specified in Subsection 108.08, —Failure or Delay in Completing Work on Time, for delay or failure in completing the Work within the specified time and to the satisfaction of the Engineer.

The contractor shall be responsible for all materials and equipment necessary to correct signal malfunction or repair.

2. Emergency

If the District Traffic Operations Engineer determines that the signal malfunction or failure is an operational hazard, the contractor is to take corrective action within three (3) hours of notification. Failure to respond within three (3) hours will result in a non-refundable deduction of money of \$1,000.00 with an additional charge of \$500.00 per hour after the first three (3) hours until a work crew arrives on site and begins corrective action.

In addition, the cost of labor and material will be charged if the Department takes corrective action using its own forces or local municipality forces.

Total charges will not exceed \$5,000.00 (per emergency call) in addition to the material cost and labor incurred to make repairs by the Department or local municipality forces.

The Department will not be held responsible or liable for any alleged damage to the signal or as a result of the signal malfunction due to problems that may occur after Department or local municipality forces make emergency repairs.

The contractor shall be responsible for all materials and equipment necessary to correct signal malfunction or repair.

In the event of failure to replace or repair to original condition any equipment or material within seven (7) calendar days from the Engineer's notice, the Engineer may have the work done by others and charge the cost of money due from the contract work.

Final Acceptance will not be given until payment for such work is received.

**B. Warranties**

Provide manufacturer's warranties or guarantees on electrical, electronic, or mechanical equipment furnished, except state-supplied equipment.

Ensure that warranties and/or guarantees are consistent with those provided as customary trade and industry standard practices; or as otherwise specified in the Plans, Standard Specifications, or Special Provisions.

Upon Final Acceptance, transfer the manufacturer and Contractor warranties or guarantees to the Engineer. Ensure that warranties are continuous and state that they are subject to transfer.

Acceptance or approval of the Work does not waive warranties or guarantees where required by the Specifications. Final Acceptance will not be granted until all warranties and guarantees are received.

**C. Guaranties**

Repair and/or replace all equipment and material supplied under these Contract Documents which has been determined by the Engineer to not meet Specifications.

The Engineer reserves the sole right to determine suitability or unsuitability of the supplied equipment and material. Bear the total cost of delivery and transportation related to the repair and replacement of equipment and material throughout the duration of the Contract unless otherwise approved by the Engineer.

Transfer to the Engineer any warranties and guaranties remaining on all items after Final Acceptance. Perform transfer at 12:01 AM of the day following Final Acceptance.

**647.4 Measurement**

Traffic signal items complete, in place, and accepted of the kind, size, and type specified are measured as follows:

**A. Traffic Signal Installation**

Signal installation will be paid for by lump sum, including furnishing labor, materials, tools, equipment, and incidentals required to complete the work unless otherwise specified in this Subsection.

**B. Communications Wire, Fiber Optic Cable**

The number of feet (meters) of communications cable, wire or fiber optic cable, is the actual number of linear feet (meters) of the size installed and accepted. Communications cable shall be paid for under Section 935.

**C. Strain Poles, Traffic Signs**

Highway signs are measured and paid for under Section 636. Strain poles are measured and paid for under Section 639.

**D. Miscellaneous**

Miscellaneous items will be measured as specified in the pay item.

No measurement will be made for individual items unless a pay item is included in the plans for the specific item.



**647.4.01 Limits**

General Provisions 101 through 150.

**647.5 Payment**

The lump price bid for Traffic Signal Installation covers all Items of work in this Specification including furnishing labor, materials, tools, equipment, and incidentals required to complete the work.

Costs for installation, operation, maintenance, and removal of the traffic signal equipment are included under this Item.

Include payment for removal; disposal of existing pavement, shoulder surface, base and sub-grade; and restoration to original condition in the Contract Price for the items to which they pertain. They will not be paid for separately.

Furnishing, installing, and removing sheeting, bracing, and supports will not be paid for separately, but is included in the Contract Prices for other items.

No additional payment will be made for testing and storing State-supplied or contractor-furnished traffic signal equipment. No payment will be made for individual items unless a pay item is included in the plans for the specific item.

Payment will be made under:

Item No. 647-Traffic signal installation no-	Per lump sum
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Payment for various elements of traffic signals will be as shown on the plans.

**A. Partial Payment**

The Contractor may initiate a partial payment process for the lump sum traffic signal Items by submitting a written request to the Engineer. If the Engineer approves this request, payment will be made as follows:

Underground (loops, pull boxes, and conduits)	20%
Overhead (span, heads, poles, push buttons)	30%
Cabinet, contents, and base	30%
Successful completion of operational test	20%

**B. Additional Items**

Payment Items related to Section 647 are described in the following sections:

Strain Poles	Section 639
Highway Lighting	Section 680
Lighting Standards and Luminaries	Section 681
Electrical Wire, Cable, and Conduit*	Section 682
Grassing	Section 700
Timber Poles	Section 639 and Subsection 861.2.02

Sign Blanks	Section 912
Reflectorization Materials	Section 913
Traffic Signal Equipment	Section 925
* Payment for conduit installation shall be as described in Section 682 unless conduit installation is performed as part of a traffic signal installation, in which case measurement and payment is a part of the complete traffic signal installation. Payment is Lump Sum, unless listed as a separate pay item.	

**647.5.01***Adjustments*

General Provisions 101 through 150.

# GEORGIA DEPARTMENT OF TRANSPORTATION

## STATE OF GEORGIA

### SPECIAL PROVISION

#### Section 754 – Outdoor Furniture

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##### **754.1 General Description**

This Work consists of furnishing all labor, materials and equipment for the complete installation of outdoor furniture.

##### **754.1.01 Definitions**

A. General Provisions 101 through 150

##### **754.1.02 Related References**

###### **A. Standard Specifications**

General Provisions 101 through 150

###### **B. Referenced Documents**

General Provisions 101 through 150

##### **754.1.03 Submittals**

- A. Contractor shall submit manufacturer's technical data on each type of outdoor furniture. This information shall include installation instructions.
- B. Detailed shop drawings shall be prepared and submitted for the outdoor furniture.

##### **754.2 Materials**

###### **A. Trash Receptacle**

- 1. 32 Gallon Round Litter Receptacles with Recycled Plastic Slats by KayPark, or 32 Gallon Township Trash Receptacle by Belson Outdoors, or 32 Gallon "FG" Style Township Trash Receptacle by Wabash Valley, or approved equal.
- 2. **Color:** Black powder coated finish

###### **B. 6' Bench**

- 1. 6' Champion Bench by The Bench Factory, or 6' Fairway Bench FWB-6 by Thomas Steele, or 6' Bench CM-50 by Victor Stanley or approved equal.
- 2. **Color:** Black powder coated finish

##### **754.3 Construction Requirements**

###### **A. Preparing grade**

- 1. Contractor to complete fine grading prior to the installation of the footings and bench. Slopes to and around the bench and trash receptacles shall not exceed 2% slope in any direction. Additionally,

contractor to ensure the bench and trash locations are graded to drain so ponding of water does not exist at all bench and trash receptacle locations.

#### **754.3.01 Personnel**

A. General Provisions 101 through 150

#### **754.3.02 Equipment**

A. General Provisions 101 through 150

#### **754.3.03 Preparation**

A. General Provisions 101 through 150

#### **754.3.04 Fabrication**

A. General Provisions 101 through 150

#### **754.3.05 Construction**

A. Install all Outdoor Furniture per manufacturer's recommendations and as indicated on the drawings. Contractor shall notify the owner or owner's representative of any inconsistencies and/or conflicts between the manufacturer's recommendations, design drawings and site conditions prior to installation.

#### **754.3.06 Quality Acceptance**

A. General Provisions 101 through 150

#### **754.3.07 Contractor Warranty and Maintenance**

A. Submit manufacturer's warranty cosigned by the Contractor, which includes all labor and materials required to replace all faulty equipment or furniture within one year of substantial completion.

#### **754.4 Payment**

Waste Receptacle Units and 6' Benches are paid for per each. Payment shall cover all labor, equipment and materials including but not limited to Waste Receptacle Unit and 6' benches, concrete for foundations (where required), threaded anchor bolts with nuts and washers needed to install.

Payment will be made under:

Item No. 754-4000	Waste Receptacle Unit	Per each
Item No. 754-5000	6' Bench	Per each

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**P.I. 0012878**

**SPECIAL PROVISION**

**Section 999 – Miscellaneous (Architectural Construction)**

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**999.1 General Description**

This Work consists of furnishing all labor, materials and equipment for the complete installation of the kiosk.

**999.1.01 Definitions**

**A. General Provisions** 101 through 150

**999.1.02 Related References**

**A. Standard Specifications**

General Provisions 101 through 150

**B. Referenced Documents**

General Provisions 101 through 150

**999.1.03 Submittals**

- A.** Contractor shall submit manufacturer's technical data on each type of kiosk. This information shall include installation instructions.
- B.** Detailed shop drawings shall be prepared and submitted for the kiosk and associated related elements.

**999.2 Materials**

**A. Kiosk**

- 1.** Large Message Center, Recycled Plastic from Kaypark, or X-large Message Board, SKU# TMC-64 from Treetop, or Mini Kiosk from TimberHomes, Vermont, or approved equal.
- 2. Color:** Cedar for Large Message Center from Kaypark, or cedar for X-large Message Board, SKU# TMC-64 from Treetop, or natural white cedar color for Mini Kiosk from TimberHomes, Vermont.

**999.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.

**999.3 Construction Requirements**

**A.3.01 Personnel**

A. General Provisions 101 through 150

**999.3.02 Equipment**

A. General Provisions 101 through 150

**999.3.03 Preparation**

A. General Provisions 101 through 150

**999.3.04 Fabrication**

A. General Provisions 101 through 150

**999.3.05 Construction**

A. Install both bus shelters per manufacturer's recommendations and as indicated on the drawings. Contractor shall notify the Engineer of any inconsistencies and/or conflicts between the manufacturer's recommendations and the design drawings.

**999.3.06 Quality Acceptance**

A. General Provisions 101 through 150

**999.3.07 Contractor Warranty and Maintenance**

A. Submit manufacturer's warranty cosigned by the Contractor, which includes all labor and materials required to replace all faulty equipment or furniture within one year of substantial completion.

**999.4 Payment**

Kiosks are paid for per each. Payment shall cover all labor, equipment and materials including but not limited to the kiosks, concrete for foundations (where required), threaded anchor bolts with nuts and washers needed to install.

Payment will be made under:

Item No. 999-0100	Architectural Construction	Lump sum
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END OF BID PACKAGE