



INVITATION TO BID

**Roswell Road Streetscape from
Cliftwood Drive to Hammond Drive
City of Sandy Springs, Fulton County, Georgia**

**PROJECT NO: STP00 – 0002-00(310)
PI: 0002310**

CITY OF SANDY SPRINGS PROJECT T-0008

BID NO:

15-017

PRE-BID DATE:

SEPTEMBER 15, 2015; 2:00 P.M.

City of Sandy Springs
Flying Pig Conference Room
7840 Roswell Road, Bldg. 500
Sandy Springs, Georgia 30350

BID DUE DATE:

September 30, 2015; 2:00 p.m.
City of Sandy Springs Purchasing Office
7840 Roswell Road, Bldg. 500
Sandy Springs, Georgia 30350

Questions must be directed in writing to:
City of Sandy Springs, Purchasing Agent, **Lynn Taylor**
via e-mail to:

etaylor@sandyspringsga.gov

All questions are due by September 18, 2015 at 5:00 P.M.

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Definitions

1. ADA-Americans with Disabilities Act. The federal Act that gives civil rights protections to the disabled similar to those provided to individuals based race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services and telecommunications.
2. Contract Documents-the Contract Agreement, General Conditions, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents.
3. Contractor-the Prime Contractor for the Construction Project.
4. CWHSSA-Contract Work Hours and Safety Standards Act. The federal Act that requires time and one-half for overtime (O/T) hours (over 40 in any workweek) worked on the covered project.
5. Copeland Act (Anti-Kickback Act)-the federal Act that makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.
6. DBA-Davis Bacon Act. The federal Act that requires the payment of prevailing wage rates, determined by the Department of Labor (DOL), to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.
7. DOL-U.S. Department of Labor.
8. EA-Each
9. Project Landscape Architect-The Sandy Springs Director of Public Works or a duly authorized representative.
10. GAL-Gallon.
11. GDOT-Georgia Department of Transportation.
12. LF-Lineal Feet.
13. LS-Lump Sum.
14. Owner-City of Sandy Springs.
15. SSPWD-Sandy Springs Public Works Department.
16. SY-Square Yard.
17. TN-Ton.

CITY OF SANDY SPRINGS

Invitation to Bid # 15-017 Roswell Road Streetscape from Cliftwood Drive to Hammond Drive

PROJECT NO. STP00 – 0002-00(310)
CITY OF SANDY SPRINGS PROJECT NO. T-0008

The City of Sandy Springs is accepting sealed bids from qualified firms, **meaning a Prequalified Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**, for the Roswell Road Streetscape from Cliftwood Drive to Hammond Drive Project for the Public Works Department. The DBE goal for this project is 12%. The bidder qualifications for this project are as follows:

- Bidders submitting bids over \$2,000,000 shall be prequalified with the GDOT.
- Bidders submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with the GDOT.

The Bid Manual, Project Plans, and Specifications can be purchased at the following address:

LDI Norcross
3030-A Business Park Dr.
Norcross, GA 30071
770-263-1010 (P)
770-417-1147 (F)

A Pre-Bid Conference will be held September 15, 2015; 1:00 p.m. in the City of Sandy Springs Flying Pig Conference Room, 7840 Roswell Road, Building 500, Sandy Springs, GA 30350. Sealed bids will be received no later than **2:00 P.M. on September 30, 2015** in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

All questions should be forwarded in writing to Lynn Taylor, Purchasing Agent, at etaylor@sandyspringsga.gov. Please refer to Bid # 15-017 **Roswell Road Streetscape from Cliftwood Drive to Hammond Drive**, when requesting information.

The City of Sandy Springs reserves the right to extend the contract based upon the terms of the Request for Bid. The City of Sandy Springs reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

Bids shall be presented in a sealed opaque envelope with the bid number and name (**#15-017, Roswell Road Streetscape from Cliftwood Drive to Hammond Drive Project**) clearly marked on the outside of the envelope. The name of the company or firm submitting a bid should also be clearly marked on the outside of the envelope. Four (4) ORIGINAL COPIES MUST BE SUBMITTED. Bids will not be accepted verbally or by fax or email. Bid packages are available at the Sandy Springs City Hall, Purchasing Office at the above address or <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities> and also may be downloaded from the DOAS website (www.doas.georgia.gov). All questions should be forwarded in writing to Lynn Taylor at etaylor@sandyspringsga.gov Please refer to **Bid #15-017 Roswell Road Streetscape from Cliftwood Drive to Hammond Drive Project**, when requesting information.

The City of Sandy Springs reserves the right to extend the contract based upon the terms of the Invitation to Bid. If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements and has proven experience in the proposed type of work. The low bid will be determined based on the sum of the base bid and any alternates selected by the owner. The City of Sandy Springs reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

The City of Sandy Springs 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.

The selected contractor must be able to start work within ten (10) calendar days after the “Notice to Proceed” is issued. The time of completion for the project is one hundred and eighty (180) calendar days from the date of the “Notice to Proceed.” Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (2013 edition) shall be applied.

Rusty Paul
Mayor

John McDonough
City Manager

BIDDING INSTRUCTIONS

Failure to return the following bid documents will result in the bid being deemed non-responsive and the bid will be rejected:

1. City Bid Form and Addenda Acknowledgement	7
2. Insurance Requirements.....	10
3. City Bid Bond Form	13
4. City Performance Bond Form	16
5. City Payment Bond Form	18
6. City Maintenance Bond	21
7. City Qualification Signature and Certification Form	22
8. City Corporate Certificate	23
9. City List of Subcontractors	24
10. Affidavit Verifying Status for City Public Benefit Application.....	32
11. Contract Agreement –Including all related Articles, and Exhibits (Unit Price and Bid Proposal Form) filled out, and authorized by the Contractor	36
12. Federal Aid Certification (Exhibit J)	127-129
13. Georgia Department Transportation Goals Form (Exhibit M).....	132-133
14. The GDOT Security and Immigration Control Act Affidavit. (Exhibit P) .	140-141

BID FORM

**TO: PURCHASING DIVISION
CITY OF SANDY SPRINGS
7840 ROSWELL ROAD, BUILDING 500
SANDY SPRINGS, GA 30303**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents, or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Roswell Road Streetscape from Cliftwood Drive to
Hammond Drive
Project No: T-0008**

The Bidder has carefully examined and fully understands the Contract, Specifications, federal provisions and compliance requirements, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself/herself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his/her bid is accepted, that he/she will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with *GDOT Standard Specifications, Construction of Transportation Systems* (2013 edition). All materials used in the process of completion of the work included in the Contract will be furnished from GDOT-certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of

the Notice to Proceed and to complete the Base Bid improvements within one hundred and eighty days (180) from the Notice to Proceed.

The Bidder agrees that all substitutes to products/materials noted as "or approved equal" shall be submitted in writing ten days (10) prior to bidding.

The Bidder will NOT be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMPs) through the term of the Project. Upon completion but prior to final payment, the Bidder will be required to sign a "Notice of Termination" (NOT) upon final approval by the City of Sandy Springs.

Attached hereto is an executed Bid Bond:

_____ of _____
Name of Financial Institution City, State

\$ _____
In the dollar amount of
(5% of Bid Amount)

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond check shall be forfeited to the City of Sandy Springs.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of the Bidder's Principal is as follows:

Signed, sealed and dated this _____ day of _____
Date Month

Bidder: _____
Company Name
Seal

Bidder Mailing Address: _____

City/State/ Zip: _____

Phone: _____

Fax: _____

Bidder Email Address: _____

By: _____

Title: _____

By: _____

Title: _____

INSURANCE REQUIREMENTS

Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts,

misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(d) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(e) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(f) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs
7840 Roswell Road, Building-500
Sandy Springs, Georgia 30350.

BONDING REQUIREMENTS

Each bid must be accompanied with a Bid Bond (bonds only, certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs.

Said bid bond guarantees the Bidder will enter into a contract to construct the Project strictly within the terms and conditions stated in this bid, and in the bidding and contract documents, should the construction Contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the sidewalk construction Project.

Bonding shall be in the following amounts:

Bond Type	Amount
<u>Payment Bond</u>	One hundred percent (110%) of the contract
<u>Performance Bond</u>	One hundred percent (100%) of the contract
<u>Maintenance Bond</u> (to be issued after project completion)	One-third (1/3) of the contract

The Maintenance Bond shall be required to guarantee repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of the contract.

Bonds shall be issued by a corporate surety appearing on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. The U.S. Treasury most current corporate surety list can be found at <http://www.fms.treas.gov/c570/c570.html>.

The date of each bond must not be prior to the date of the Contract. If the Contractor is a Partnership, all partners shall execute the bond.

BID BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia (Obligee), at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

**Roswell Road Streetscape from Cliftwood Drive to
Hammond Drive
Project No: T-0008**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany a Proposal.

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

PROVIDED, FURTHER, that Principal and Surety agree and represent that this Bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A), as amended, including, but not limited to, O.C.G.A. Section 13-10-1 et. seq. and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Day Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

Witness to Principal

City, State, Zip

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

SEAL

Witness as to Surety

Address

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

City, State, Zip

PERFORMANCE BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said Contract according to its terms, covenants, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during all undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Covenant or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including but not limited to, O.C.G.A. Section 13-10-1 et. seq. and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

BY: _____
Attorney-in-Fact & Resident Agent

Address

Address

City, State, Zip

City, State, Zip

SEAL

Witness as to Surety

Address

City, State, Zip

PAYMENT BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor
Name: _____ at

Address: _____
a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that it the Principal shall well, truly and faithfully perform said Contract in accordance to its terms, covenants and conditions and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment had not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery and equipment furnished or the subcontract completed.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract to the Work to be performed thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery and/or equipment

having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with the Principal.

Unless such person shall have given notice to the Principal within one hundred twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the ~~party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed.~~ Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Oblige, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

~~PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.~~

~~PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including, but not limited to, O.C.G.A. Section 13-10-1, et. seq. and Section 36-86-101 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.~~

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

BY: _____
Attorney-in-Fact & Resident Agent

Address

Address

City, State, Zip

City, State, Zip

SEAL

Witness as to Surety

Address

City, State, Zip

MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA

PROJECT NO: **PROJECT NO: STP00 – 0002-00(310)**

PI: 0002310

City of Sandy Springs PIN: T-0008

FULTON COUNTY, GEORGIA

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS

That we, _____ as Principal, and
_____ as Surety, are held and firmly
bound unto the CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum
of 1/3 of the contract bid for the payment of which said Principal and Surety bind
themselves, their heirs, administrators, executors, successors and assigns jointly
and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy
Springs for
Roswell Road Streetscape from Cliftwood Drive to Hammond Drive Project:
and said work has now been completed and the Obligee desires a maintenance
bond guarantee said improvements for a period of two (2) year beginning
_____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
the Principal shall fully indemnify and save harmless the City of Sandy Springs
from any and all loss, costs, expenses or damages, for any repairs or
replacements required because of defective workmanship or materials in said
construction, then this obligation shall be null and void; otherwise to be and
remain in full force and effect as to any such claim arising within two (2) year
from the completion (Final Acceptance) of said construction as set forth in said
agreement.

Signed, sealed and dated this _____ day of _____, 20

Witness:

(Principal)

(Name of Surety. Company)

(Attorney-in-fact)

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder must sign and return)

I certify that this offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud.

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards.

I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated (O.C.G.A.), Section 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

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

This _____ day of _____ A.D., 20 _____
Date Month

Signature

Seal

LIST OF SUBCONTRACTORS

I do _____, I do not _____ propose to subcontract some of the work on this Project. All Subcontractors, if used, must be listed in the table below:

LIST OF SUBCONTRACTORS

1. Landscape Subcontractor

Company Name _____

Address _____

City, State & Zip _____

Phone _____

Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small disadvantaged business?

Yes

No

Number of years in business _____

List of three (3) projects of similar size and scope, along with references for each project.

a.

b.

c.

2. Electrical Subcontractor

Company Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small disadvantaged business? Yes No

Number of years in business _____

List of three (3) projects of similar size and scope, along with references for each project.

a.

b.

c.

3. Other (Please Specify)

Company Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small disadvantaged business? Yes No

Number of years in business _____

List of three (3) projects of similar size and scope, along with references for each project.

a.

b.

c.



4. Other (Please Specify)

Company Name _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small disadvantaged business? Yes No

Number of years in business _____

List of three (3) projects of similar size and scope, along with references for each project.

a.

b.

c.

**Affidavit Verifying Status
For City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____

Notary Public: _____ My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) 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

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:



**SAMPLE
CONTRACT AGREEMENT**

For

**Roswell Road Streetscape from
Cliftwood Drive to Hammond Drive
City of Sandy Springs, Fulton County, Georgia**

("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA

("City")

and

("Contractor")



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CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and **contractor name**, (hereinafter referred to as the Contractor) under seal for construction of the **Roswell Road Streetscape from Cliftwood Drive to Hammond Drive City of Sandy Springs, Fulton County, Georgia** (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified (**meaning a Prequalified Prime Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**) and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation to Bid No. 15-017 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered

personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT.** By the execution hereof, the Contractor acknowledges and represents that it has

received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts,

discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 “Work” Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from **9:30 P.M. to 6:30 A.M.** and the normal work week shall be Sunday through Thursday. Access to easements/driveways on the following parcels is limited as follows: Parcel 4, Boston Market limited to 11:00 P.M. to 9:00 A.M.; Parcel 7, El Azteca limited to 11:00 P.M. to 10:00 A.M.; and Parcel 8 Chick Fil-A limited to 11:00 P.M. to 5:00 A.M. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed (“Notice to Proceed”) has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than 180 Calendar Days, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the amount of liquidated damages as derived from the table in GDOT Specification 108.08 for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean that stage in the progression of the Work when the City deems the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the “Contract Price”) shall be as set forth in the bid schedule (“Bid Schedule”) attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Therein, the Contractor may request payment for that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated into the Work plus that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the City, that the City has title to such materials and equipment and shall include proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Substantial Completion

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the amount derived as stipulated in GDOT Standard Specifications 108.08 per day for each and every calendar day of unexcused delay in achieving final completion beyond

the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall

immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.2 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT C, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.3 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations

for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT D, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.4 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as EXHIBIT E, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.5 The Contractor shall certify that the provisions of Section 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, in the form attached hereto as EXHIBIT F, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.6 The Disadvantaged Business Enterprise (DBE) goal for this project is 12% as defined and provided for under the Federal Rules and Regulations 49 CFR 23 and 26, and as outlined in EXHIBIT G, DBE Requirements as incorporated herein.

7.4.7 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (“ADA”), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.8 The Contractor shall provide to the City in the form attached hereto as EXHIBIT H, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as EXHIBIT I, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.9 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411.

7.4.11 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.13 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of EXHIBIT J, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification,

Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>.

7.4.14 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. **THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME.** Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 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.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods,

techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City's property from damage or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to

observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 Claims for Additional Costs -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. All subcontractors are to be registered with GDOT.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim

against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with subparagraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

- (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT K, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Surety Bonds

17.3.1 The Contractor shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

17.4 Notices

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Rd. Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
Assistant City Attorney

CONTRACTOR

Date of Execution

By: _____
Name:

(Typed or printed name)

Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

Executed in originals of four (4).

EXHIBIT
A
TO CONTRACT AGREEMENT

SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction and all materials and labor specified in the Contract Documents or as necessary to complete the **City of Sandy Springs Project #T-0008: Roswell Road Streetscape from Cliftwood Drive to Hammond Drive Project** as per the attached plans, specifications and special provisions.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (2013 edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation suppliers only. For information on becoming an approved materials supplier, contact GDOT at (404) 631-1990 or review the prequalification process requirements at GDOT's website at <http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors>.

There is no City furnished equipment to be installed by the Contractor.

EXHIBIT B TO CONTRACT AGREEMENT

BID SCHEDULE

**BID SCHEDULE FOR PROJECT T-0008
STP00-0002-00(310)**

Item No.	Pay Item	Description	Qty.	Unit	Unit Price	Total Price
1.	001-1999	Construction Engineering Inspection	1	LS	\$	\$
2.	150-1000	Traffic Control – STP00-0002-00(310)	1	LS	\$	\$
3.	210-0100	Grading Complete – STP00-0002-00(310)	1	LS	\$	\$
4.	999-8000	Geotechnical & Material Testing	1	LS	\$	\$
5.	999-9000	Miscellaneous Construction	1	LS	\$25,000	\$25,000
6.	213-1000	Sand Backfill	90	CY	\$	\$
7.	310-1101	Gr Aggr Base Crs, Incl Matl	100	TN	\$	\$
8.	402-1812	Recycled Asph Conc Leveling, Incl Bitum Matl & H Lime	8	TN	\$	\$
9.	402-3113	Recycled Asph Conc 12.5mm Sp,Gp1/2, Bitum Matl & H Lime	15	TN	\$	\$
10.	402-3190	Recycled Asph Conc 19 Mm Sp,Gp 1 Or 2 , Incl Bitum Matl & H Lime	17	TN	\$	\$
11.	413-1000	Bitum Tack Coat	15	GL	\$	\$
12.	439-0300	Pervious Concrete Pavement, 6 in	180	SY	\$	\$
13.	441-0104	Conc Sidewalk, 4 IN	1360	SY	\$	\$
14.	441-0108	Conc Sidewalk, 8 IN	15	SY	\$	\$
15.	441-4030	Conc Valley Gutter, 8 IN	160	SY	\$	\$
16.	441-5002	Concrete Header Curb, 6", TP 2	1800	LF	\$	\$
17.	441-6222	Concrete Curb & Gutter 8"x30" TP 2	500	LF	\$	\$
18.	444-1000	Sawed Joints in Exist Pavements - PCC	2500	LF	\$	\$
19.	610-9001	Remove Sign	9	EA	\$	\$
20.	611-3010	Reset Sign	7	EA	\$	\$
21.	636-1020	Highway Signs, TP 1, Refl Sheet TP 3	26	SF	\$	\$
22.	636-2070	Galvanized Steel Posts, TP 7	54	LF	\$	\$

23.	652-5701	Solid Traf Stripe, 24 IN, White	36	LF	\$	\$
24.	652-5801	Solid Traf Stripe, 8 IN, White	450	LF	\$	\$
25.	653-1501	Thermoplastic Solid Traf Stripe 5 IN, WT	1500	LF	\$	\$
26.	500-3200	Class B Concrete	95	CY	\$	\$
27.	515-2020	Galv Steel Pipe Hdral,2",Roud	10	LF	\$	\$
28.	603-7000	Plastic Filter Fabric	590	SY	\$	\$
29.	611-8055	Adjust Minor Sturct to Grade	5	EA	\$	\$
30.	611-8120	Adjust Water Meter Bx to Grade	15	EA	\$	\$
31.	611-8140	Adjust Water Valve Bx to Grade	10	EA	\$	\$
32.	611-9995	Adjust Water Vault to Grade	1	EA	\$	\$
33.	634-1200	Right -of-Way Markers	13	EA	\$	\$
34.	643-8200	Barrier Fence (Orange, 4 FT)	320	LF	\$	\$
35.	900-0039	Brick Pavers	4100	SF	\$	\$
36.	550-1150	Storm Drain Pipe, 15 in, H 1-10	8	LF	\$	\$
37.	550-1180	Storm Drain Pipe, 18 in, H1-10	64	LF	\$	\$
38.	611-8040	Adjust Drop Inlet to Grade	5	EA	\$	\$
39.	668-1100	Catch Basin, GP 1	2	EA	\$	\$
40.	668-2100	Drop Inlet, GP 1	1	EA	\$	\$
41.	500-3800	CL A Conc, Incl Reinf Steel	15	CY	\$	\$
42.	607-1000	Mortar Rubble Masonry	16	CY	\$	\$
43.	702-0140	Cercis Candensis	7	EA	\$	\$
44.	702-0472	Ilex Cornuta	278	EA	\$	\$
45.	702-0559	Lirope Muscari	959	EA	\$	\$
46.	702-0793	Pistacia Chinensis	2	EA	\$	\$
47.	702-9025	Landscape Mulch	600	SY	\$	\$
48.	703-4200	Tree Grates	5	EA	\$	\$
49.	754-4000	Waste Receptacle Unit	1	EA	\$	\$
50.	754-5000	Bench	2	EA	\$	\$
51.	900-0522	Concrete Planter	1	EA	\$	\$
52.	682-9950	Directional Bore – 2 In	1975	LF	\$	\$

53.	681-4121	Lighting Standard, 13' MH, Post Top	18	EA	\$	\$
54.	681-4155	Lighting Standard, 15' MH, 2' Arm	1	EA	\$	\$
55.	681-6306	Luminaire, TP 3, 65 W, Led	18	EA	\$	\$
56.	681-6309	Luminaire, TP 3, 70 W, Led	1	EA	\$	\$
57.	682-1404	Cable, TP XHHW, AWG No 10	8200	LF	\$	\$
58.	682-1405	Cable, TP XHHW, AWG No 8	2490	LF	\$	\$
59.	682-1407	Cable, TP XHHW, AWG No 4	2190	LF	\$	\$
60.	682-1408	Cable, TP XHHW, AWG No 2	50	LF	\$	\$
61.	682-6225	Conduit, Nonmetal, TP 2, 2 1/2 IN	50	LF	\$	\$
62.	682-6233	Conduit, Nonmetal, TP 3, 2 In	2560	LF	\$	\$
63.	682-6255	Conduit, Nonmetal, TP 3,3 IN	50	LF	\$	\$
64.	682-9000	Main Svc Pick Up Point No 1	1	LS	\$	\$
65.	682-9022	Electrical Junction Box,Ref Plastic Mortar	8	EA	\$	\$
66.	700-6910	Permanent Grassing	1	AC	\$	\$
67.	700-7000	Agricultural Lime	2	TN	\$	\$
68.	700-8000	Fertilizer Mixed Grade	1	TN	\$	\$
69.	700-8100	Fertilizer Nitrogen Content	75	LB	\$	\$
70.	700-9300	Sod (Tif Grand unless otherwise noted)	700	SY	\$	\$
71.	163-0240	Mulch	15	TN	\$	\$
72.	163-0232	Temporary Grassing	1	AC	\$	\$
73.	163-0529	Cons & Rem of Temp Sed Bar or Bld Str	2900	LF	\$	\$
74.	163-0550	Cons & Rem of Inlet Sediment Trap	4	EA	\$	\$
75.	165-0010	Maintenance of Temp Silt Fence – TP A	1250	LF	\$	\$
76.	165-0071	Maint of Sed Barrier – Baled Straw	200	LF	\$	\$
77.	165-0105	Maintenance of Inlet Sediment Trap	4	EA	\$	\$

Total Bid Price \$ _____

Total Bid Price in Words _____

EXHIBIT C

TO CONTRACT AGREEMENT

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the City Council within ninety (90) days of the date of Bid opening, that he will furnish any or all of the items upon which Prices are quoted, at the Price set opposite each item, delivered to the designated point(s) within the time specified in the Bid Schedule.

Company Name

Street Address

City, State, Zip

Authorized Signature

Print/Type Name

EXHIBIT D

TO CONTRACT AGREEMENT

Required Contract Provisions for Bid Manuals for TE Funded Construction

Contracts (2-10-2015)

1. Bidder Qualifications Notice
2. Bid Rigging Notice
3. FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts, Revised May 1, 2012
4. Special Provision, Required Contract Provisions Federal-Aid Construction Contracts, First Use October 18, 2013
5. Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts
6. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
7. Standard Federal Equal Employment Opportunity Construction Contract Specifications
8. Georgia Department of Transportation, Disadvantaged Business Enterprise Program, Criteria for Acceptability, November 3, 2014
9. Instructions for List of DBE Participants and DBE Goals Form
10. Instructions for reporting DBE participation Revised 06-01-2010 and DBE Participation Form
11. Special Provision, Prompt Payment, First Use November 01, 2013
12. Required Contract Provisions, Buy America, First Use November 1, 2013, and Convict Produced Materials, First Use November 1, 2013
13. Federal Aid Certification, November 22, 2013 a.
Equal Employment Opportunity

- b. Examination of Plans and Specifications
- c. Conflict of Interest
- d. Drug Free workplace
- e. Non-Collusion Certification

14. Georgia Security and Immigration Compliance Act Affidavit, Revised 8/22/2011

Note: Davis Bacon wage rates apply to all projects. The applicable wage rate determination posted on the Davis Bacon web site of the U.S. Department of Labor <http://www.wdol.gov/dba.aspx#0> applies to this project. If a modification is posted less than 10 days before the opening of bids, it shall be effective unless the Sponsor finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file (29 CFR 1.6(c)(3)).

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.

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 Government-wide Suspension and
Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for
Lobbying

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).

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).

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:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$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 assets 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.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

SPECIAL PROVISION

Required Contract Provisions Federal-Aid Construction Contracts

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

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

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

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

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

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

(a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

2/26/09

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)

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

**GOALS FOR FEMALE PARTICIPATION APPENDIX A
(43 FR 19473)**

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

Goals and timetables

Timetable	Goals (%)
10-2-15 to 11-5-16	5.0
11-6-16 Until Further Notice	6.5

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.

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

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.

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State - Georgia	Goals (5)
035 Augusta, GA: SMSA Counties: 0600 Augusta, GA-SC GA Columbia; GA Richmond, SC Aiken;	27.5
Non-SMSA Counties GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln; GA McDuffie, GA Talferro; GA Warren; GA Wilkes; SC Allendale; SC Bamberg; SC Barnwell; SC Edgefield; SC McCormick;	32.8
036 Atlanta, GA: SMSA Counties: 0520 Atlanta, GA . 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	21.2
Non-SMSA Counties . GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke; GA Coweta; GA Dawson; GA Elbert; GA Fannin; GA Floyd; GA Franklin; GA Gilmer; GA Gordon; GA Greene; GA Habersham; GA Hall; GA Haralson; GA Hart; GA Heard; GA Jackson; GA Jasper; GA Lamar; GA Lampkin; GA Madison; GA Morgan; GA Oconee, GA Oglethorpe; GA Pickins, GA Pike; GA Polk; GA Rabun; GA Spalding; GA Stephens; GA Towns; GA; Union; GA Upson White	19.5
037 Columbus, GA: SMSA Counties: 1800 Columbus, GA – AL Al Russell, GA; Chattahoochee; GA Columbus	29.6

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NON SMSA Counties Al Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster	31.6
038 Macon, GA: SMSA Counties: 4680 Macon, GA GA Bibb; GA Houston; GA Jones; GA Twiggs	27.5
Non-SMSA Counties . GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge; GA Dooly; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putman; GA Taylor; GA Telfair; GA Treutlan; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson	31.7
039 Savannah, GA: SMSA Counties: 7520 Savannah, GA GA Bryan; GA Chatham; GA Effingham	30.6
Non-SMSA Counties . 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	29.8
040 Albany, GA: SMSA Counties: 0120 Albany, GA . GA Dougherty; GA Lee	32.1
Non-SMSA Counties . 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	31.1
Florida: 041 Jacksonville FL: Non-SMSA Counties GA Brantley; GA Camden; GA Charlton; GA GLynn; GA Pierce; GA Ware	22.2

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43FR14895)**

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

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

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

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- 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 efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to 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

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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).

Revised: October 21, 2013

Revised: November 3, 2014

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

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

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

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

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

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

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

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

- A. The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - 1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - 2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

- 3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.
- 4)
 - (a) Negotiating in good faith with interested DBEs. Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- 5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- 6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- 7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

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

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

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

- i. The names and addresses of DBE firms committed to participate in the Contract;

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

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

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

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

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

DEFINITION: For the purposes of this provision, the following definitions will apply: Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

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

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

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

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

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.
 - (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;

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

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

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

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

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

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

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

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

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

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
 - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE’s own forces. Include the cost of

supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

- (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
 - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.
- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
 - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - a To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - b A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - c Packers, 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 expediter) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

REPORTS

- A. The contractor shall submit a “DBE Participation Report” on this contract monthly which shall include the following:
1. The name of each DBE participating in the contract.
 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
 4. The dollar value of each DBE subcontract or supply agreement. T
 5. The actual payment to date of each DBE participating in the contract.
 6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
 7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.
- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

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

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

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

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

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 #	Company Name and Address (City /State)	Type of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80000 (60% =- \$48,000)

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

Vendor ID: _____ Bidder's Company Name: _____

Project No. & County: _____

Let No: _____ Let Date: _____ Total Bid: _____

The Required DBE Goal on this Contract is: _____

I propose to utilize the following DBE Contractors:

LIST OF DBE PARTICIPANTS

Vendor #	Company Name and Address (City /State)	Type of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80000 (60% =- \$48,000)

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

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.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. 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.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. 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.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.

15. 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 contact should be shown as the subcontract amount.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. 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 CONTACT – 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 contractor 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.

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.

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME:

NAME / TITLE

SIGNATURE: _____

(Mandatory)

PRINT NAME:

NAME / TITLE

SIGNATURE: _____

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____

NAME / TITLE

SIGNATURE: _____

(Mandatory)

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

STATE OF GEORGIA

First Use 2013 Specifications: November 01, 2013

SPECIAL PROVISION

PROMPT PAYMENT:

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

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

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

All subcontract agreements shall contain this requirement.

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

STATE OF GEORGIA

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.

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

FEDERAL AID CERTIFICATION

(English Project)

First Use Date 2013 Specifications: November 22, 2013

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*

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

Contract Compliance, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

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

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

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

EXAMINATION OF PLANS AND SPECIFICATIONS

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

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition 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:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and

**DEPARTMENT OF TRANSPORTATION
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(2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

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

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

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.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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 ____ day of the _____, 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 the _____, 20__

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.)

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

(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 or
Individual Owner or Partner (Strike through
all except the one which applies.)



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PI County

Project Name

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A.

§ 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify*, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent

Date

(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**EXHIBIT E
TO CONTRACT AGREEMENT**

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

12-15-2008

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

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

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

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

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

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

Bulldozer .	\$ 11.60
Compactor .	\$ 10.00
Concrete Curb Machine .	\$ 16.45
Crane/Dragline . .	\$ 17.50
Crusher	\$ 14.00
Front End Loader	\$ 10.70
Material Transfer Vehicle (Shuttle Buggy) .	\$ 11.30
Mechanic ..	\$ 14.47
Milling Machine .	\$ 12.37
Motorgrader Fine Grade	\$ 14.55
Motorgrader/Blade ..	\$ 14.39
Roller .	\$ 10.00
Scraper-Pan ..	\$ 10.00
Sweeper Truck	\$ 14.21
Water Truck ..	\$ 11.25

TRUCK DRIVER

26,000 GVW & Under .	\$ 10.76
26,001 GVW & Over ..	\$ 14.91

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

=====

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data.

EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state.

The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

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

**EXHIBIT G
TO CONTRACT AGREEMENT**

**NOTICE F REQUIREMENTS OR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

2/26/09

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)

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

GOALS FOR FEMALE PARTICIPATION

APPENDIX A
(43 FR 19473)

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

Goals and timetables

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

**GOALS FOR
MINORITY PARTICIPATION**

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed on 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 Talferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA	21.2
GA Butts; GA Cherokee; GA Clayton; GA	
Cobb; GA DeKalb; GA Douglas; GA Fayette, GA	
Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA	
Newton; GA Paulding; GA Rockdale; GA Walton	
Non-SMSA Counties	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	
037 Columbus, GA:	
SMSA Counties:	
1800 Columbus, GA – AL	29.6
Al Russell; GA Chattahoochee; GA Columbus	

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

**EXHIBIT H
TO CONTRACT AGREEMENT**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

I. As used in these specifications:

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

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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.

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- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to 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

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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).

**EXHIBIT I
TO CONTRACT AGREEMENT**

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

**See information provided in Exhibit D, Required Contract
Provisions**

**EXHIBIT J
TO CONTRACT AGREEMENT**

**FEDERAL AID CERTIFICATION
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**FEDERAL AID CERTIFICATION
(English Project)**

**See information provided in Exhibit D, Required Contract
Provisions**

**EXHIBIT K
TO CONTRACT AGREEMENT**

SPECIAL PROVISION / PROMPT PAYMENT

**See information provided in Exhibit D, Required Contract
Provisions**

**EXHIBIT L
TO CONTRACT AGREEMENT**

BUY AMERICA / CONVICT PRODUCED MATERIALS

**See information provided in Exhibit D, Required Contract
Provisions**

**EXHIBIT M
TO CONTRACT AGREEMENT**

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 & State)	Type of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil, Atlanta, GA	Diesel Fuel Supplier				\$80,000 (60%=\$48000)

* 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.

INSTRUCTIONS TO CONTRACTOR **DBE PARTICIPATION REPORT**

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.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. 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.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. 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.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. 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.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. 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. Race Neutral Definition:

- **No goal on project and Prime subcontracts to a DBE - Race Neutral (% of work)**
- **Prime contractor exceeds goal on a project – Race Neutral (after fulfilling original goal)**
- **and DBE wins the Prime Contract (w Goal) – Race Neutral (unless they sub out too much work)**

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 CONTACT** – 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.

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: _____
 CONTRACT ID NO.: _____
 CONTRACTOR: _____

REPORT NO.: _____

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

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

31-Jan	31-Jul
28-Feb	31-Aug
31-Mar	30-Sep
30-Apr	31-Oct
31-May	30-Nov
30-Jun	31-Dec

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						
RC						
2						
RN						
RC						
3						
RN						
RC						
4						
RN						
RC						
5						
RN						
RC						
6						
RN						
RC						
7						
RN						
RC						
8						
RN						
RC						
9						
RN						
RC						
10						
RN						
RC						
11						
RN						
RC						

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____

COUNTY: _____

REPORT NO.: _____

CONTRACTOR: _____

APPROVED DBE			VENDOR ID	DESCRIPTION OF WORK	
S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
12					
RN					
RC					
13					
RN					
RC					
14					
RN					
RC					
15					
RN					
RC					
16					
RN					
RC					
17					
RN					
RC					
18					
RN					
RC					

RN TOTALS:			
RC TOTALS:			

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: _____
(Mandatory)

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
NAME / TITLE

SIGNATURE: _____
(Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
NAME / TITLE

SIGNATURE: _____
(Mandatory)

**EXHIBIT 0
TO CONTRACT AGREEMENT**

**BIDDER PREQUALIFICATION AND
BID RIGGING NOTICES**

**See information provided in Exhibit D, Required Contract
Provisions**

EXHIBIT P

TO CONTRACT AGREEMENT

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____,

_____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

EXHIBIT Q

TO CONTRACT AGREEMENT

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

EXHIBIT R

TO CONTRACT AGREEMENT

U.S. DEPARTMENT OF LABOR CERTIFIED PAYROLL FORM WH-347

A copy of the DOL Form WH-347 is attached for use by the Contractor and Subcontractors for the Project. An electronic version of the form can be found in a fillable format to copy and use by Contractors and Subcontractors for payroll reporting. The form in PDF format and the instructions on completing the form can be found on the DOL Wage and Hour Division website at:

<http://www.dol.gov/whd/forms/wh347instr.htm>

Note:

Contractor and Subcontractor use of the WH-347 certified payroll form is **required**. However, if an alternative format is used, it must contain the same information that is required on the WH-347, including the signatures that certify the Contractor or Subcontractor has complied with the requirements. If an alternative form, such as a computer payroll is used, the Contractor and Subcontractor may attach the compliance signature sheet on the back of the WH-347 to the computerized payroll to evidence that the payroll has been certified.

EXHIBIT S
TO CONTRACT AGREEMENT SPECIAL PROVISIONS

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA SPECIAL PROVISION
Project: Roswell Rd Streetscape Cliftwood Dr to Hammond Dr
Fulton County
CSSTP – 0002-00(310)
City of Sandy Springs PIN: T-0008
06/01/2015

GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT)
SPECIFICATIONS AND SUPPLEMENTAL SPECIAL PROVISIONS

This project is to be constructed in accordance with the GDOT Standard Specifications and the Special Provision include in this Bid Manual. The GDOT Specifications referenced below are for the Contractor’s convenience only. These and other relevant GDOT Sections and Specifications are to be utilized during the construction of this project. The Sections below are not the full extent of the applicable GDOT Sections to construct this project, and are provided for the reference only. The GDOT Sections and Specifications have not been attached to the Bid Manual document in an effort to minimize redundancy. It is the Contractor responsibility to make himself or herself familiar with these and other relevant GDOT Sections and Specifications prior to bidding and constructing the project. The Contractor’s can refer to GDOT Sections and Specifications at;
<http://www.dot.state.ga.us/doingbusiness/TheSource/Pages/construction.aspx>.

SECTION /
REFERENCE

TITLE

104	Summary of Work
107	Legal Regulations and Responsibilities to the Public-
107	Legal Regulations and Responsibilities to the Public
108	Prosecution and Progress
131	Submittals
132	Temporary Construction of Facilities
133	Cleaning
134	Project Record Documents
149	Construction Layout-
150	Traffic Control-
161	Erosion Control and Sedimentation:
165	Maintenance of Temporary Erosion and Sedimentation Control-
167	Water Quality Monitoring-
170	Erosion Control and Sedimentation:
171	Erosion Control and Sedimentation:
200	Grading Earth Work and Site Preparation-
200	Grading and Earthwork and Site Preparation
202	Grading Earth Work and Site Preparation-
205	Grading Earth Work and Site Preparation-

206	Grading Earth Work and Site Preparation-
208	Grading Earth Work and Site Preparation-
209	Grading Earth Work and Site Preparation-
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215	Grading Earth Work and Site Preparation-
217	Grading Earth Work and Site Preparation-
218	Grading Earth Work and Site Preparation-
221	Grading Earth Work and Site Preparation-
230	Lump-Sum Construction Schedule of Values
310	Asphaltic Concrete Pavement Construction-
400	Asphaltic Concrete Pavement Construction
402	Asphaltic Concrete Pavement Construction
403	Asphaltic Concrete Pavement Construction
430	Portland Cement Concrete Pavement-
441	Miscellaneous Concrete
442	Miscellaneous Concrete-
500	Concrete Structures-
550	Storm Drain Systems-
570	Storm Drain Systems-
573	Storm Drain Systems-
574	Storm Drain Systems-
577	Storm Drain Systems-
615	Directional Boring
652	Painting Traffic Stripe-
653	Thermoplastic Traffic Stripe-
682	Electrical Wire, Cable, and Conduit
688	Storm Drain Systems-
700	Grassing- Revised. 1/31/12
702	Vine, Shrub and Tree Planting -Revised 1/31/12
754	Outdoor Furniture and Furnishings
800	Coarse Aggregate-
801	Fine Aggregate-
802	Aggregate for Asphaltic Concrete-
803	Stabilizer Aggregate-
814	Soil Base Materials –
815	Graded Aggregate-
820	Asphalt Cement-
843	Concrete Pipe-
854	Casting and Forgings-
866	Precast Concrete Catch Basin, Drop Inlet, and Manhole Units
881	Fabrics-
882	Lime-
893	Miscellaneous Planting Materials-
923	Electrical Conduit
992	Stone Masonry
999	Miscellaneous Construction
1410	Testing Laboratory Services
1450	Quality Control
1630	Products and Substitutions

1700	Project Closeout
9900	Painting

The Contractor shall also refer to the **Special Provisions** that are attached in the Bid Manual when bidding and construction the Roswell Rd Streetscape - Johnson Ferry Rd to Abernathy Rd . The Special Provisions associated with the Roswell Rd Streetscape - Johnson Ferry Rd to Abernathy Rd Project included;

Exhibit S- 1

SPECIAL PROVISION 104- SUMMARY OF WORK

Supplemental to GDOT Standard Specification;

104.1 Work Covered by Contract Documents:

Spirit and Intent:

It is the spirit and intent of the Specifications and accompanying Drawings to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purposes for which they are designed. Mention in the Specifications or indications on the Drawings of articles or materials, operations or methods requires that the Contractor provide each item listed, of quality or subject to qualification notes; perform according to conditions stated each operation prescribed; and provide therefore all necessary labor, materials, tools, equipment and incidentals to complete the work as shown on the plans. The Drawings and Specifications are intended to be mutually explanatory and complete; all work called for by one, even if not by the other, shall be fully executed. Detailed drawings shall take precedence over small scale drawings. In case of discrepancy, either in the figures, in the Drawings or in the Specifications, the matter shall be promptly submitted to the Landscape Architect/Engineer who will promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

104.1.01 The **Scope of Work** includes, but is not limited to, the following:

- A. Furnish, install and MAINTAIN, and remove upon acceptance of the Work all necessary erosion control, including but not limited to, silt fences, turbidity barriers, enviro-fencing or "Snow Fence" and any other miscellaneous items as indicted within the Contract Documents or required per any and all applicable standards.
 - B. Provide all clearing, grubbing, stripping (including the "foot print" of any stockpiles prior to placing material), earthwork, excavation, grading, backfill and compaction associated with the project and other site preparation; curb, stabilized subgrade, roadway base, and asphalt; storm drainage lines and structures; sleeve banks; potable water, reuse water, and sanitary force main utility system pipe lines, valves and other structures/appurtenances; gravity sanitary sewer lines and structures; modular block walls; construction access/haul roads and any other miscellaneous items required for the performance of this Work or as noted within the Contract Documents.
 - C. Provide all earthwork and related requirements associated with the site construction and other miscellaneous improvements required to perform this Work or as indicated within the Contract Documents. The earthwork and related requirements shall included all clearing, grubbing, stripping, import fill (if necessary), on-site excavation cut/fill (as needed), temporary stockpile(s) within the construction limits, grading and compaction. **For purposes of bidding this Work, the contractor is advised that no existing stockpiles will be provided as a fill source for this Work.** The contractor is further advised that it shall be responsible to satisfy all fill requirements by using material excavated from within the project limits or by using material imported from off the site, as required.
-
- D. The Contractor shall remove all unsuitable material (**including strippings, muck, or other materials identified within the Contract Documents**) within the Project limits (including any strippings generated from the creation of any material stockpile locations). **All unsuitable materials must be properly disposed of offsite.**
 - E. **The Contractor shall not be permitted to permanently stockpile any excess strippings or unsuitable materials at the project site.** Temporary strippings stockpile(s) within the project limits shall be allowed to facilitate earthwork operations. Any temporary stockpile(s) shall be maintained at all times during construction in such a manner as to prevent nuisance conditions and to prevent negative impact to surface drainage. Provide erosion control measures around any temporary

stockpile(s) to prevent impact to adjacent lands and water bodies. Any temporary stockpiles must be removed, seeded, and mulched prior to Substantial Completion of the Project.

- F. Provide all landscape, sodding and seeding/mulching as shown within the Contract Documents.
- G. Provide, maintain, and remove/restore to existing condition when complete all temporary roads within the Project site. In addition, this Contractor shall provide and maintain all 'maintenance of traffic' items which may become necessary due to the installation or maintenance of temporary roads required to perform its work.
- H. The Contractor will clean-up daily **ALL** roadways of mud or dirt tracked out as a result of his work.
- I. All slopes, banks, and cuts shall be protected and maintained to provide a safe working area in conformance with the GDOT and OSHA or other applicable standards. Provide, maintain, remove and dispose of any temporary sheeting and/or shoring required upon completion of its work. All temporary sheeting and/or shoring shall be designed and sealed by a Georgia Registered Professional Landscape Architect.
- J. Provide all necessary temporary supports required to protect any and all existing utility systems prior to commencing and during the work. All damage to existing facilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of the respective utility company prior to installation by the Contractor.
- K. Provide all labor, material, and equipment necessary to perform all temporary signage, including traffic control devices, as indicated within the Contract Documents, required for the performance of the Work, or requested by the Owner's Representative.
- L. Provide all labor, material, and equipment necessary to install pavers, stairs, wall, sidewalks, handicap ramps lighting, electrical improvements as indicated within the Contract Documents.
- M. Provide all necessary reinforcing steel, wire mesh and accessories as shown, specified or required for the performance of this Work.
- N. Provide all labor, material, and equipment necessary to install the permanent pavement markings as indicated within the Contract Documents, required for the performance of the Work. Additionally, the Contractor shall be required to provide temporary pavement markings (paint) immediately after completion of final asphalt, prior to completion of "cure time" required before placing permanent markings. For safety purposes, the Contractor may also be required to place temporary pavement markings on intermediate lifts of asphalt, at no cost to the Owner, should there be a lag in installation of final lift of asphalt for any reason.
- O. Provide and maintain **ALL** 'maintenance of traffic' items as either indicated within the Contract Documents or required for the performance of Work.
- P. Provide all labor, material, and equipment necessary to perform all concrete work, including, but not limited to, cast-in-place concrete and precast structures.
- Q. Include all miscellaneous concrete work of **ANY** nature required, including but not limited to, foundations, curbing, barrier walls, thrust blocks, manholes and drainage structures, and any other miscellaneous items as noted within the Contract Documents or required for the performance of this Work.
- R. Furnish and install all erosion control devices, complete, as indicated within the Contract Documents.
- S. Provide all demolition, removal and disposal off of the project site, of existing asphalt and/or concrete paving, storm drainage piping and structures, utility piping and any other miscellaneous items as noted within the Contract Documents or required for the performance of the Work. All

debris resulting from the demolition activities shall be deposited off of the project property at the Contractor's cost. Contractor must coordinate the work of this Construction Package with work being performed by other contractors and project teams along with any other work being performed.

- T. It is incumbent upon the Contractor to coordinate and cooperate with all other Contractors in order that all work is installed in a timely and expeditious manner.
- U. Provide all labor, material, and equipment necessary to provide or perform any temporary storm drainage either as indicated in the Contract Documents or required for the performance of the Work.
- V. Provide all labor, material, and equipment necessary to clear, grub and dispose off of property as indicated within the Contract Documents or required for the performance of this Work as directed by the Owner's Representative.
- W. A portion of the Contractor's work will be along roadways which are presently open to the public and must, therefore, exercise care in performing work along said roadways so that access for the public is **not** interrupted.
- X. The Contractor shall be responsible for dust control as it pertains to its work or its work which adversely affects adjacent existing facilities, operations and occupants.
- Y. Provide all labor, material and equipment necessary to comply with and as specified for erosion and sedimentation control.

104.1.02 The **Work** includes, but is not limited to, all labor, materials, equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities and services necessary to produce the construction required by the Contract Documents as follows:

- A. Drawings as listed in the Drawings' Index.
- B. Specification Divisions and Sections as listed in the Table of Contents for the Project Manual.
- C. Pay legally required sales, consumer and use taxes.
- D. Secure and pay for, as necessary for proper execution and completion of Work:
 - 1. All (land disturbance, burning, excavation, etc.) permits.
 - 2. Government fees.
 - 3. Licenses and applications.
 - 4. Electrical permits.
- E. Give required notices.
- F. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities which bear on performance of the Work.
- G. Enforce strict discipline and good order among employees. Do not employ for Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned tasks.
- H. Coordinate activities with other contractors.
- I. Maintain site access for other contractors using the site.
- J. Temporary services for construction purposes, required to perform this Contractor's work, including portable toilet facilities for the duration of this Contract, shall be by this Contractor.

- K.** All necessary flagmen, barricades, warning flashers, etc., for safe and proper traffic control. When public roadways are used, the Contractor will coordinate his operations with the GDOT and City of Sandy Springs. The Contractor is advised that he is responsible for all construction personnel and traffic routing logistics required in the performance of his Work. Cost of these services and materials is included in this Contract.
- L.** This Contractor shall provide (where applicable to his Work) the following:
1. All surveying, engineering and layout required for his work.
 2. All "rough" and "finish" grade stakes required to perform his Work. Re-staking required due to this or any other contractor damaging or removing original stakes shall be performed by this Contractor and is not the responsibility of the Owner.
- M.** All necessary temporary water detention/retention basins, turbidity control, silt screens, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining ponds, lakes, wetlands, or streams become contaminated due to his actions or inaction, if Owner directs the Contractor to do so, Contractor shall flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or streams and all such costs will be paid by this Contractor regardless of the party performing this Work. Any fines and/or penalties assessed for contamination of these water bodies due to the Contractor's actions or inactions shall be paid for by the Contractor.
- N.** **THE CONTRACTOR SHALL OBTAIN A LAND DISTURBANCE PERMIT PRIOR TO ANY EXCAVATION WORK AS PART OF THE CONTRACT.** A copy of this permit shall be issued to the Owner's Representative for its records. The City of Sandy Springs will pay fees associated with Land Disturbance Permit.
- O.** Provide all necessary temporary supports required to protect any and all existing utilities prior to commencing the Work. All damage to existing utilities during construction will be repaired at the Contractor's expense. Temporary shoring and/or supports of utilities, if required, are to be reviewed by the Utility Company prior to installation.
- P.** It is incumbent upon each Contractor to coordinate and cooperate with all other Contractors in order that all work is installed in a timely and expeditious manner.
- Q.** The Contractor is advised that work associated with this Construction Package may have to be performed during "off" working hours and shall include these costs within his Construction Proposal accordingly. No additional compensation will be provided for work required to be performed during "off" working hours.
- R.** The Contractor will be working along roadways which are presently open to the public and must, therefore, exercise care in performing work along said roadways so that access for the public is **not** interrupted.
- S.** Perform all Work in accordance with the specified hours of Work indicated within the Contract Documents.
- T.** The Contractor and his subcontractors will be responsible for, and required to, accomplish their own clean-up on a **daily basis** or more frequently as conditions dictate or as directed by the Owner's Representative. This Contractor will clean-up daily all roadways of mud or dirt tracked out as a result of his Work.
- U.** Provide all safety precautions and equipment to ensure conformance to all safety regulations.
- V.** The Contractor shall be responsible for replacing all landscape planting material or irrigation systems as a result of the Work specified within this construction package.

- W. During the work of this Contract, the Contractor shall ensure that any existing irrigation systems remain in service.

104.2 Standards for Construction Work

104.2.01 General:

The following standards were promulgated in consideration of protection of the City and the breach of any standard stated herein will be considered by the Owner to be a serious material breach of the Contract.

104.2.02 Employee Parking and Material Staging:

- A. All construction employees are to park in a designated construction staging area to be determined by the City prior to the commencement of construction. **"Construction vehicles only may park"** in the project staging area. Employee parking will be only in areas designated for construction employees. Employers are required to provide transportation between the designated parking area and the project site.
- B. Material Storage and Staging shall be kept in areas out of the direct view of residents and guest views. The Contractor shall obtain the approval of the City prior to storing any material or creating any material storage area(s). The Contractor shall not allow the use of alternate employee parking and material staging areas without written approval provided by the Owner's Representative.
- C. The Contractor is required to submit for approval by the City all proposed lane closures. Contractor shall notify the City at least 48 hours in advance of any planned lane closures.

104.2.03 Construction Operations at the Project Site:

- A. The Contractor shall cause no dirt or debris to be deposited on any public or private roadways and must clean up same in an expeditious manner if such dirt or debris occurs due to this Contractor's operation. If the Contractor fails to perform, clean up will be performed by others and all costs for same will be deducted from this Contractor's account.
- B. **CONTRACTOR SHALL CLEAN ALL TIRES OF VEHICLES PRIOR TO LEAVING JOB SITE AND ENTERING PUBLIC ROADWAYS.**
- C. Material deliveries shall generally be made during normal Working hours. Where special deliveries must be made at other times, Contractor shall request approval of same. If such request is approved, Contractor shall arrange for the proper labor force to receive and unload materials promptly.
- D. On site storage of fuel will **NOT** be permitted without prior written approval of the City and approval from all appropriate local, state, and federal agencies having jurisdiction.
- E. Any and all damage to property resulting directly or indirectly from the Contractor's operations, or those of its subcontractor's shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Owner's Representative.

104.2.04 Construction Activities Affecting Operation:

- A. All visitors to the project site must have a legitimate purpose connected with the construction activity and have specific approval of the Owner. Contractor shall be responsible for any visitors to the site associated with his work or his personnel.
- B. Construction employees are restricted to the limits of the project construction area and are not

permitted in areas outside of the project limits. Violation of this restriction shall be grounds for termination and employers will be held accountable for actions of their employees.

- C. **Hard hats, shirts, and all other articles of clothing in accordance with OSHA and other governing standards are required at all times.** Clothing with objectionable language or symbolism will not be permitted.

104.2.05 Daily Clean-up:

- A. Daily clean-up of the construction areas will be strictly enforced. The site will not be encumbered by excess materials or accumulation of debris.
- B. If, in the judgment of the Owner, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials; and, in the event the Contractor fails to respond to the Owner's request to correct the situation, the Owner reserves the right to take any action it deems necessary to correct the situation and shall back charge the Contractor for the full cost of the corrective action.

104.3 Permits

- 104.3.01** All permits related to the construction work (except for those specifically listed below) shall be obtained by the Contractor prior to the construction, with a copy provided to the Owner.
- 104.3.02** The Contractor shall be provided with copies of applicable Owner provided permits and shall comply with all terms and conditions of all permits issued to the Owner and shall be held accountable for all violations, fines and/or penalties incurred by the Owner as a result of the Contractor performing work in violation of those permits.

104.4 Subcontracts/Material Procurement

The Contractor must award all sub-contracts and orders for materials within thirty (30) calendar days from award of Contract, and must submit a procurement report indicating all subcontractors/vendors indexed against the Project Manual in a format satisfactory to the Owner. Delays to the completion of the work due to late award of subcontracts or material orders by the Contractor shall not be grounds for any time extension, out-of-sequence work, or additional work claims by the Contractor.

104.5 Submittals

All shop drawings and samples required by the Contract Documents must be submitted within sixty (60) calendar days after award of Contract, unless the critical nature of the job schedule is such that certain materials are required early in the Work, in which case the Contractor is obligated to identify same and submit within a time frame to properly support the field efforts.

104.6 Field Engineering

The Contractor shall provide all surveying, engineering, and layout required for the work.

104.7 Work Breakdown

- 104.7.01** The Owner may accomplish certain Work with its own forces and to award separate contracts for other scopes of Work.
- 104.7.02** The Contractor will be required to coordinate and cooperate with all Contractors' and Owners' forces in their performance of their Work.

104.8 Safety Requirement

- 104.8.01** The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use on the Owner's project. Inspection and a certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.
- 104.8.02** Prior to contract award, the Contractor shall submit the Experience Modification rate as applied to Worker's Compensation insurance premiums for the past three (3) years, and a copy of your last year's OSHA No. 200 Log of recordable injury and illness incidence rates.

104.9 General Clarifications

- 104.9.01** The existing grade elevations and utility locations as depicted on the Contract Drawings are not to be construed as absolute; should the Contractor notice any discrepancies between the drawings and the existing conditions, such discrepancies shall be pointed out to the Owner's Representative, by the Contractor, before the starting the construction activity.
- 104.9.02** The existing conditions as depicted on the Contract Drawings should not be construed as an absolute representation of existing conditions. The Contractor should visit the site to familiarize itself with actual existing conditions prior to preparing its bid.
- 104.9.03** Flagmen and appropriate signage will be required at any and all on-site/off-site off-road accesses unless otherwise approved by the Owner. Maintenance of the off-road accesses will be the responsibility of the Contractor as well as repair to hard road surfaces and subsurfaces damaged as a result of the Work.
- 104.9.04** Maintenance and dust abatement of all areas of Work provided by the Contractor shall be done in a manner acceptable to the Owner.
- 104.9.05** The Contractor will be responsible for safely barricading open excavations that may present hazards. Special attention is noted that during the performance of this scope of work, the private residences and adjacent school shall be occupied, as such, the Owner shall require the Contractor to pay special attention to this issue.
- 104.9.06** All connections of new Work or utilities to existing that is to be accomplished by the Contractor must be scheduled at least 24 hours in advance, accomplished in a manner and at a time acceptable to the Owner.
- 104.9.07** Debris, as a result of construction and/or miscellaneous demolition Work required by the Contract Documents, is to be hauled off and disposed of in a manner acceptable to the Owner.
- 104.9.08** Logistical routing and methods of interfacing with existing road systems will be subject to approval by the Owner.
- 104.9.09** All maintenance to construction equipment on-site that may be considered by the Owner to contaminate the existing earth will not be permitted.
- 104.9.10** All existing conditions off the immediate Project site which are disturbed due to Contractor's activities must be repaired to pre-construction conditions.
- 104.9.11** The Contractor's attention is directed to the fact that this project site has existing electrical transmission poles and overhead lines, and underground electrical and communications distribution lines located within and adjacent to the limits of construction. The Contractor shall be required to coordinate his operations with these existing facilities and to provide any and all

means necessary to protect these facilities during construction.

104.9.12 Prior to construction, the Contractor shall contact and notify the applicable utility companies and coordinate the schedule of construction activities in the vicinity of the existing electrical transmission lines, electrical distribution lines, and communications distribution lines.

104.9.13 Prior to construction, the Contractor shall submit a plan to the Owner and utility company showing the proposed methods of protection for all existing utilities. No construction may commence until the plan has been accepted by the applicable utility company.

104.9.14 All temporary sheeting and/or shoring required to perform this Work is a requirement of this Contract and shall be included in the Bid as appropriate. Temporary sheeting and shoring shall be signed and sealed by an Landscape Architect registered in the State of Georgia.

104.9.15 Throughout the duration of this Contract, other Contractors and other entities may be working within the construction limits of the Project. The Contractor shall coordinate his construction activities with all other contractors working within the Project Limits.

104.9.16 The Contractor must notify utilities companies prior to commencement of field operations to verify the horizontal and vertical locations of utilities and related systems. Utilities that may be present include, but are not limited to, the following:

- 1) **Electric:** Georgia Power
- 2) **Gas:** Atlanta Gas Light
- 3) **Telephone:** AT&T
- 4) **Cable:** Comcast
- 5) **Water:** City of Atlanta
- 6) **Sewer:** Fulton County

104.9.17 It is the Contractor's responsibility to notify utilities and arrange for locator service prior to construction operations. Damage to any utilities and interruption of service shall be the responsibility of the Contractor should it fail to properly notify utilities of its work or cause damage to facilities owned and/or operated by others.

104.9.18 The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner's current intent is to NOT provide security for material and equipment stored on site for contractors working at the Project site.

104.9.19 The Contractor is responsible to schedule, coordinate, and comply with all Owner, County, State, and utility provider requirements for connections to and inspections of the Work.

104.10 Owner-Furnished Products

Certain products throughout the Work may be furnished by the Owner and installed by the Contractor. Refer to Specifications or other Contract Documents issued by the Owner or its Representative for locations and extent of Work involved.

104.10.01 Owner's duties:

- A. Schedule delivery date with supplier in accord with project construction schedule
- B. Obtain installation drawings and instructions.

104.10.02 Contractor's duties:

- A. Designate required delivery date for each product in construction schedule.

- B. Promptly inspect delivered products, report damaged or defective items.
- C. Repair or replace items damaged as a result of Contractor's operations.
- D. Properly install, connect, and provide any and all finishing work for completion of each product or item of equipment being relocated in strict accord with manufacturer's installation instructions and technical bulletins.

104.11 Contractor use of Premises

104.11.01 Confine operations at site to areas permitted by:

- A. Law.
- B. Ordinances.
- C. Permits.
- D. Contract Documents.

104.11.02 Do not unreasonably encumber job site with materials or equipment.

104.11.03 Do not load any part of any structure with weight that will damage or endanger the structure.

104.11.04 Assume full responsibility for protection and safekeeping of products stored on premises.

104.11.05 Move all stored products which interfere with operations of Owner or other contractor. The Contractor may also be required to move materials out of public view, at no cost to the Owner, upon direction from the Owner.

104.11.06 Maintain 'good housekeeping' at all times within the Project limits.

104.11.07 Use of site: Comply with Owner's requirements for:

- A. Access and egress procedures.
- B. Requirements for identification of workers.
- C. Prohibition against firearms.
- D. Procedures for transportation of workers.
- E. Requirements for security inspections of:
 1. Storage facilities.
 2. Vehicles.
 3. Tool boxes and lunch pails.
- F. Safety and fire prevention requirements.
- G. Pollution control regulations.
- H. Weather emergency procedures.
- I. And such other rules and procedures as the Owner may establish from time to time for its entire property, job site, and the project.
- J. The Maintenance/Equipment Yard:
 1. Submit for Owner's review location(s) desired for storage and staging yard: yard location shall be within the site area unless otherwise approved by the Owner.

104.12 Owner's Right to Access for Observation or Other Work

104.12.01 Owner reserves the right of access to any part of the Work, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

A. Such access is not to be construed to mean partial occupancy by Owner, and claim for additional compensation by the Contractor because of such access or work will not be considered.

104.12.02 Cooperate with both the Owner and its representatives during their access for observation of work, and coordinate work with the Owner's requirements.

104.12.03 Work shall not be allowed unless the Owner's Representative is present on the site to observe the operations. Any work done without the proper observation will be subject to removal/replacement as required by the Owner or its representative at no additional cost to the Owner.

104.13 Premium Time Work

Premium time work within the scope of the project shall be deemed to be included in the Contract Price and the responsibility of the Contractor, with no claims for premium time recognized as legitimate Contract Price change.

104.14 Work Done Outside Normal Hours

104.14.01 Contractor shall notify the Owner's Representative in writing forty-eight (48) in advance of any of the Contractor's personnel or subcontractor's personnel working or having cause to be on the premises beyond normal working hours.

104.14.02 During any work performed outside the normal hours as defined within the GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION by Contractor or the Contractor's subcontractor, the Contractor shall have on-site, full time, the **PROJECT MANAGER** in order to supervise the work of their own forces or subcontractors.

Should the noted representative **NOT** be on-site during this work, the Owner's Representative reserves the right to order the work stopped. All costs associated with this representative(s) shall be a part of the base Scope of Work.

104.14.03 All night work shall be requested in writing a minimum for 48 hours in advance.

A. No Work is to proceed without prior approval of the Owner.

104.14.04 All weekend work shall be requested in writing a minimum of 48 hours in advance. No work is to proceed without prior approval of the Owner.

SUPPLEMENTAL GENERAL CONDITIONS

104.15.01 Errors and Omissions

The Contractor shall not be allowed to take advantage of errors or omissions in the Specifications or Drawings as full instruction will be given if such errors are discovered. Upon his discovery of any statement or detail which is discrepant or otherwise appears in error, the Contractor shall immediately call it to the attention of the Landscape Architect/Engineer.

104.16.01 Measurements

Before ordering any material or doing any work, the Contractor shall verify all measurements at the site and shall be responsible for correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Landscape

Architect/Engineer for consideration prior to work. Any measurement over the quantity on the bid will be considered a change order.

104.17.01 Quantities

Quantity estimates where shown have been made carefully but the Landscape Architect/Engineer assumes no liability for omissions and errors. Estimates are only an aid to clarification of units and a check for the Contractor to compare with his own estimates. Differences shall be brought to the attention of the Landscape Architect/Engineer. Quantities necessary to complete the work on the Drawings shall be provided. No extra compensation will be allowed for extra quantities necessary to complete the Work as shown on the plans. All changes in quantities (add or deduct) will be considered a change order and will require the City and landscape architect approval.

104.18.01 Examination of Site

Before submitting bids for the work, each bidder shall be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

104.19.01 Environmental Protection

- A. Trees to Save - Trees not marked to be removed shall be carefully protected by the Contractor from foliage, trunk and root damage. Roots shall be protected to the outer perimeter of tree foliage (or drip-line) and 2 feet beyond.

104.20.01 Temporary Suspension of Work

The Landscape Architect/Engineer shall have the authority to suspend the work, wholly or in part, for such period as he may deem to be in the best interest of the Owner, due to conditions which are considered unfavorable to the suitable carrying out of work, or for failure on the part of the Contractor to carry out instructions or to perform any provision of the contract. The Contractor shall immediately respect the written order to suspend the work wholly or in part. The Contractor shall not suspend work without such written authority, and shall immediately resume work when conditions are favorable or when methods have been corrected, as approved by the Landscape Architect/Engineer in writing.

104.21.01 Materials and Workmanship

Workmanship and materials shall be as prescribed by these Specifications and Drawings. Whenever not explicitly described, all workmanship used or employed in carrying out the work shall be the best of the respective grades and qualities. Where equipment, materials or articles are referred to in the Specifications as "equal to" any particular standard, the Landscape Architect/Engineer shall decide the question of equality. When required by the Specifications or when called for by the Architect Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed, machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

104.22.01 Other Contracts

The Owner or Landscape Architect/Engineer may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other such contractors, including the Owner or

his employees and carefully fit his own work to such additional work as directed by the Landscape Architect/Engineer or Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or employee of the Owner.

104.23.01 Minor Modifications

The Contractor shall make such minor modifications in the execution of work to be done under these Specifications which in the judgment of the Landscape Architect/Engineer shall be necessary or expedient to carry out the intent of the contract before or during the progress of the contract. No increase over the contract price shall be paid to the Contractor on account of such minor modifications. Work which materially increases the cost to the Contractor shall not be ordered under the provisions of this paragraph.

104.24.01 Rejection

All materials which do not meet these Specifications or the requirements of the contract drawings shall be rejected by the Landscape Architect/Engineer and shall be removed from the site and replaced by proper materials by the Contractor at his own expense.

104.25.01 Storage

The Contractor shall provide suitable protection for material and equipment on the site and shall maintain all storage space in a safe, clean and orderly condition, The Owner assumes no liability for loss or damage to materials or equipment due to improper storage, lack of protection from the elements or from any other causes. Inflammable materials shall be enclosed in safe containers. All construction equipment shall be stored at the staging area at the end of each work day.

104.26.01 Field Display of Plans and Specifications

The Contractor shall maintain on site a well organized, up to date set of Drawings and Specifications to include, but not limited to, all revisions, addenda, change orders, copies of observation reports, land disturbance permit, erosion control plans and permit, erosion control reports and inspections, memoranda, shop drawings, etc., that affect the Work.

104.27.01 Sequence of Work

Work is to be processed in an orderly manner. The organization of the Specifications or Drawings does not necessarily indicate the order or sequence in which work is to be performed. If prior construction or other contracts on the contract site will interfere with this work, the Landscape Architect/Engineer will declare the time and date when this contract can be started on the site. The Contractor shall keep an adequate force on the job until work is completed, except for interrupting weather conditions and extensions approved by the Landscape Architect/Engineer. The Contractor shall give due and adequate notice of all work he proposes to start to those in control of properties which may be affected by his operations.

The Contractor shall submit a progress schedule at the pre-construction conference outlining the order of his construction process. Priorities within this schedule shall be coordinated with the Owner. The Contractor shall not be granted extensions or delay charges when it is deemed clearly that the Contractor could have continued work on other components of the project or locations on the site.

104.28.01 Drawings and Specifications

See Cover Sheet of Drawings for list of Contract Drawings. See Table of Contents of Project Specifications for list of Technical Specifications Section.

104.29.01 Temporary Equipment

The Contractor shall furnish, maintain and remove at completion all equipment such as temporary roads, ramps, chutes and like facilities, as required for proper execution of the work of all trades. The Contractor and each subcontractor shall provide for his own use all forms required for the execution of work. Such forming shall conform to requirements of authorities having jurisdiction over such work and shall be maintained in safe condition at all times and shall be removed when no longer required.

104.30.01 Lifting Devices and Hoisting Facilities

The Contractor shall provide, operate and maintain construction cranes for hoisting materials, as well as other type hoists, as may be required for execution of the work of all trades. Such apparatus, equipment and construction shall meet the requirements of labor laws and other applicable laws.

104.31.01 Temporary Support Facilities

- a. Sanitary Facilities: The Contractor shall provide self-contained toilet units of a type acceptable to governing authorities, adequate for use by personnel at project site and shall on a daily basis dispose of waste materials at a designated waste disposal site.
- b. Water and Electric Power: The Contractor shall be responsible for obtaining or providing temporary water and electric power as necessary for construction operations. The Contractor shall provide service with ground water-fault circuit interrupter feature activated from each circuit at a 20-amp or less rating. The Contractor shall provide potable water adequate for personnel at project site as well as paper cups and waste receptacles.
- c. Security: The Contractor shall provide temporary security and protection. The types of provisions required include barricades, warning signs/lights, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.

104.32.01 Layout of Work

All lines, grades, levels and bench marks shall be established and maintained by Contractor. Before commencing any work, the Contractor shall verify all grades, lines, levels and dimensions as indicated on the Drawings. He shall report any errors or inconsistencies to the Landscape Architect/Engineer before commencing work.

The Contractor shall stake the entire project, both as to location of all construction items as well as finish grades. This stake-out may be accurate or rough, depending on the Contractor's preference. This stakeout shall be made early in the construction process and preserved for reference during construction.

The purpose of the staking, with inspection and adjustment by the Landscape Architect/Engineer, is to adapt the design to the site rather than allow the design to be forced upon the site. Staking is subject to various degrees of adaptation which can only be determined by the Landscape Architect/Engineer. This variation is an aesthetic decision, the amount of adjustment most often determined by the existing trees, terrain, soil conditions, utilities, sub-surface water and by other intangibles which are impractical to survey in absolute accuracy.

The Contractor shall notify the Landscape Architect/Engineer at least three (3) working days before inspection of the stakeout. During the inspection, the Landscape Architect/Engineer will adjust the stake-out as necessary to fit the trees, topography and all other objects and conditions on the site. At this time the Landscape Architect/Engineer will clearly mark all trees and other vegetation to be removed. This staking-inspection process must take place prior to any tree removal, grading, construction and any other work on the site. During the inspection, the Contractor shall be at the site along with the person who will superintend the clearing and grading work under

this contract.

The staking inspection process shall be repeated for any work not staked and approved or adjusted during the first site visit. No work shall ever be done without the stakeout first being adjusted and approved by the Landscape Architect/Engineer. All alignment, dimension and

elevation of any grading, excavation, construction and planting is subject to adjustment to accommodate existing conditions and to save trees and other vegetation.

Any work progress delays caused by inadequate, incomplete or improper staking shall not merit an extension of the contract or delay charges by the Contractor.

The Landscape Architect/Engineer shall have two (2) working days to respond to any request to come to the site and adjust a stake-out. The Landscape Architect/Engineer shall have a minimum of two (2) work days to resolve any problems created by unknown conditions discovered during the stakeout or construction.

The Contractor shall be responsible for adequately scheduling his process in order to allow constant work to continue. When unknown conditions inhibit the flow of work in a specific location, during the inspection, the Contractor shall continue unhindered portions elsewhere on the project and notify the Landscape Architect/Engineer immediately.

104.33.01 Geotechnical Assistance

The Contractor shall retain at his own expense the services of a qualified geo-technical engineer to advise on all construction techniques involved in the Work, including the design, checking and approval of temporary bracing, shoring, underpinning and other items pertinent to the Work, and on construction methods for solution of problems which may be encountered are in accordance with GDOT standards and these construction documents. The geo-technical engineer shall be primarily concerned with construction methods necessary to prevent settlement or failure of walkways, foundations, pavement, and/or damage to such surrounding structures as sidewalks, roads, utilities, and embankments on the Owners property.

104.34.01 Utilities

The Contractor, at his expense, shall immediately repair existing utility lines shown on the drawings, such as cables, ducts, conduits and piping and damaged by Contractor's operations (unless they are to be abandoned) and protect and maintain in use until relocation of same has been completed or shall be cut and capped where directed or shall be prepared for service connections when so required.

The Contractor shall exercise extra precaution to avoid damage to underground utilities, The Contractor shall notify the utility locating service to flag and mark with paint all underground utilities before any work commences. The Contractor shall determine the exact location of all existing utilities, structures and underground utilities, which may not be indicated on the drawings, and he shall conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures, utilities and underground utilities and be responsible for their replacement if damaged by him.

104.35.01 Inclusion of Accessories

Unless specifically mentioned otherwise, all anchors, bolts, screws, fittings, fillers, hardware accessories, trim and other parts required for, or in connection with, an item of material to make a

complete, serviceable, finished and first quality installation shall be furnished and installed as part

of the item whether or not shown on the drawings or specified.

104.36.01 Installation and Protection of Materials

All items shall be installed in a workmanlike manner in accordance with the best recognized practice of the trade. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and recommendations. All working parts shall be properly adjusted after installation and left in perfect working order. Unless otherwise indicated, items exposed to weather and subject to flooding shall be installed so as to shed water. Items in all cases shall be installed plum and true and in proper relation to surrounding materials. The Contractor shall be responsible for preparing samples as required in the Specifications and to obtain approvals prior to construction of the item.

All materials shall be shipped, stored and handled in a manner that will afford protection and insure their being in first class condition at the time they are incorporated in the Work. After installation, all materials shall be properly protected against damage to insure their being in first class condition when the project as a whole is completed and accepted by the Owner.

104.37.01 Reference to Standard Specifications

When standard specifications such as the American Society for Testing and Materials, Federal Specifications, Department of Commerce (commercial Standards), American Institute of Steel Construction, American Association of State Highway and Transportation officials (AASHTO) guidelines, or other well known public or trade associates are cited as a standard to govern materials or workmanship, such specifications or portions thereof as referred to shall be equally as binding and have the full force and effect as though it were copied in the Specifications. Such standards as are mentioned are generally recognized by and available to the trades concerned.

104.38.01 Reference to Manufacturer's Publications

Unless otherwise specifically stated, all manufacturer's catalogs, specifications, instructions or other information or literature that are referred to in the Specifications shall be considered as the latest edition or revision of such publications that is in effect on the date of the Invitation or Advertisement for Bids.

104.41.01 Materials Furnished by Others

Whenever Contractor or any subcontractor shall receive items from another contractor or from the Owner for storage, erection or installation, the Contractor or subcontractor shall give receipts for items delivered, and any necessary replacement of items received. No adjustment will be made to contract price for increased insurance premiums, except for materials or equipment furnished by the Owner and not listed as such in other contract documents.

104.39.01 Substitute Materials and Equipment

Approval by the Landscape Architect/Engineer of substitute materials and equipment shall not relieve the Contractor from his responsibility to supply and install any additional materials, equipment or labor required to make the substitution properly function within the intent of the contract documents as issued for bid whether or not recognized by the Landscape Architect/Engineer or Contractor. The Contractor shall supply and install such required substitutions at no additional cost to the Owner.

104.40.01 Protection of Existing Structures

The Contractor shall be liable for all damage to existing structures that occur as a result of his negligence to provide proper and adequate protective measures, including but not limited to

buildings, walls, fences, paving, conduits, furniture, pipe, wiring, drains, underground utilities and equipment. The Contractor shall be liable for all damage to trees, shrubs, turf, and other vegetation; see Tree Penalty Clause in Specifications. The Contractor shall not encroach on neighboring properties or damage fences or vegetation within the designated buffer zone.

104.41.01 Record of Construction Changes and As-Built Drawings

On completion of work, the Contractor is required to provide an As-Built Survey of the project for the Abernathy Park Area.

The As-Built Survey shall include a fifty (50') grid, indicating the one (1) foot contour intervals and spot elevations for the entire site. In addition, all built items including; storm structures, pedestrian and accent lights, parking lot, sidewalk, path locations, top and bottom of curbs and walls, sanitary sewer invert and top elevations, tree, lawn and planting bed areas, and the irrigation system including but not limited to all irrigation mainline pipes, lateral pipes, heads, valve boxes, water meter, and controller shall all be included in the as-built survey. Both the horizontal and vertical elevations and locations shall be provided by the Contractor. The data shall be provided to the owner in Auto-Cad (version 10 format).

104.42.01 Maintenance

Except as otherwise provided in the Specifications, the Contractor shall be responsible for all maintenance until completion and final acceptance of the total project. Various items of maintenance are indicated in applicable sections of the Specifications to which the Contractor is referred. Contractor is expected to maintain all erosion control fences, paving, landscape, grassing, lighting, irrigation, gate operator, and other mechanisms until the project is completed. Maintenance shall be in accordance with local and state guidelines and regulations.

104.46.01 Preconstruction Conference

The Contractor shall schedule a pre-construction conference with the Owner and Landscape Architect/Engineer and GDOT Area Engineer at least three (3) days before beginning work under the contract. The contractor shall submit a proposed work schedule at the pre-construction conference and 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.

104.47.01 Traffic Control

All project work must conform to GDOT Section 150 Specification and local City guidelines for uniform traffic control.

104.48.01 Control of Materials

Source of Supply and Quality Requirements: The materials used on the work shall conform to the requirements of the contract, plans and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or processed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Landscape Architect/Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

Materials and materials suppliers must be listed in the Georgia Department of Transportation's Qualified Products list and/or the Secretary of Interior Standards for historic projects.

Samples, Tests and Cited Specifications: All materials used in the work may be inspected, tested,

and approved by the Landscape Architect/Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Landscape Architect/Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Landscape Architect/Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the owner. All testing is required to meet GDOT Sampling, Testing and Inspection Guide standards. Samples will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request.

Certification of Compliance: The Landscape Architect/Engineer may permit the use, prior to sampling and testing of certain materials, or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not,

The form and distribution of certificates of compliance shall be as approved by the Landscape Architect/Engineer.

When a material or assembly is specified by "brand name or equal" and the contractor elects to furnish the specified "brand name", the contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such

certificate of compliance shall clearly identify each lot delivered and shall certify as to: (a) Conformance to the specified performance, testing, quality of dimensional requirements; and (b) Suitability of the material or assembly for the use intended in the contract work.

Should the contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly, However, the Landscape Architect/Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Landscape Architect/Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

Plant Inspection: The Landscape Architect/Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Landscape Architect/Engineer conduct plant inspections, the following conditions shall exist:

- (a) The Landscape Architect/Engineer shall have the cooperation and assistance of the contractor and the producer with whom he has contracted for materials;
- (b) The Landscape Architect/Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished; and
- (c) If required by the Landscape Architect/Engineer, the contractor shall arrange for adequate

office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Landscape Architect/Engineer shall have the right to reject material which, when retested, does not meet the requirements of the contract, plans, or specifications.

Restroom Facility: The Contractor shall furnish a restroom facility during the construction of the project. The restroom shall be maintained by the Contractor and removed from the site at the completion of the project.

Storage of Materials: Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in their work. Stored materials shall be located so as to facilitate their prompt inspection. The contractor shall coordinate the storage of all materials with the Landscape Architect/Engineer.

Unacceptable Materials: Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The

contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Landscape Architect/Engineer.

No rejected material or assembly, the defects of which have been corrected by the contractor, shall be returned to the site of the work until such time as the Landscape Architect/Engineer has approved its use in the work.

Owner-Furnished Materials: The contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the owner. Owner-furnished materials shall be made available to the contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage and installing Owner-furnished materials shall be included in the unit price bid for the contractor item when such owner-furnished material is used.

After owner-furnished material has been delivered to the location specified, the contractor shall be responsible for any demurrage, damage, loss or other deficiencies which may occur during the contractor's handling, storage, or use of such owner-furnished material. The owner will deduct from any monies due or to become due the contractor any cost incurred by the owner in making good such loss due to the contractor's handling, storage, or use of owner-furnished materials.

END OF SECTION

Retain Section 108.08 as written and add the following:

C. Intermediate Contract Time

1. Special Conditions - Roadway

Failure to reopen the lanes as specified in Special Provision 150.11.A will result in the assessment of Liquidated Damages at the rate of \$500 per hour or portion of an hour thereof.

Failure to adhere to not working on holidays and the Georgia Tax Free Weekend as specified in Special Provision 150.11.C will result in the assessment of Liquidated Damages at the rate of \$500 per calendar day.

All Liquidated Damages specified above are cumulative and are in addition to those which may be assessed in accordance with Sub-section 108.08 for failure to complete the overall Project.

END OF SECTION

SPECIAL PROVISION 131- SUBMITTALS

Supplemental to GDOT Standard Specification;

131.1 General

131.1.01 Description of Requirements

- A.** Preparing and submitting Shop Drawings, Product Data, Samples and other work-related submittals. Coordinate with administrative submittals. Coordinate with administrative submittals to prevent delay. Delays caused by submittals not per contract Documents do not justify extension of time.
- B.** Additional submittals shall include, but are not limited to the items listed below:
1. Videotape of existing conditions (prepared and submitted prior to construction).
 2. Traffic management plan.
 3. Erosion control reports, inspections, etc...
- C.** Shop Drawings are technical drawings specially prepared for this Project, and include the following:
1. Fabrication and installation drawings.
 2. Setting diagrams.
 3. Shopwork manufacturing instructions.
 4. Templates.
 5. Patterns.
 6. Coordination Drawings for use onsite.
 7. Performance curves.
 8. Data Sheets.
 9. Schedules.
 10. Design mix formulas.
 11. Calculations.
 12. Measurements.
 13. Reports.
 14. Instructions.
- D.** Where Manufacturer's Product Data required, submit preprinted information about products and materials, which is current and comprehensive, marked to show applicability to the Project. Include the following:
1. Specifications and installation instructions.
 2. Standard color charts.
 3. Catalog cuts.
 4. Roughing-in diagrams and templates.
 5. Standard wiring diagrams.
 6. Printed performance curves.
 7. Operational range diagrams.
 8. Mill reports.
 9. Operation and maintenance manuals.
- E.** Samples are actual examples of materials, products and units or work, complete or partial as directed by Landscape Architect/Engineer.
- F.** Work related submittals include the following:

1. Both specially prepared and standard printed warranties.
2. Maintenance agreements.
3. Workmanship bonds.
4. Survey data.
5. Test and Certification Reports.
6. Record Drawings.
7. Field measurement data.
8. Operation and maintenance manuals.
9. Keys and other security protection devices.
10. Maintenance tools and spare parts.
11. Overrun stock.
12. Industry standards and closeout submittals.
13. Items not processed as Shop Drawings, Product Data or Samples.

131.1.02 Submittal Procedures

- A. Refer to the General Conditions for basic procedures.
- B. Coordinate preparation and processing of submittals with performance of the Work, including testing, purchasing, fabrication, delivery and similar sequential activities.
- C. Make submittals in advance of need. Allow time for Landscape Architect/Engineer's review and required resubmittals. Coordinate related submittals to avoid delaying the Work.
 1. Allow two weeks for initial processing. Allow more time where required for coordination of related submittals.
 2. Allow two weeks for processing.
 3. No extension of time will be authorized because of failure to make timely submittals.
- D. Show work-related submittals in administrative submittals as applicable. Include time requirements for coordination with related work. Prepare a separate list organized by Specification section numbers, showing principal work-related submittals and initial submittal dates. Submit within 45 days of commencement of the Work.
- E. Mark each submittals with a permanent identification label and include:
 1. Project name and date.
 2. Name/address of Landscape Architect/Engineer, Contractor, subcontractor and manufacturer.
 3. Applicable Specification title and number.
 4. Drawing number and detail reference, if any.
 5. Similar definitive information as necessary.
 6. Space for Contractor's stamp and Landscape Architect/Engineer's stamp.
- F. Packing submittal with transmittals. Submittals received from other than the General Contractor will be returned to sender without action. Note on transmittal relevant information, requests for data, and deviations from requirements, including minor variations and limitations.

131.1.03 Contractor's Construction Schedule

- A. Prepare the following construction schedules and submit within fourteen (14) days of the notice to

Proceed:

1. Critical Path Method (CPM) construction schedule showing each construction activity in the project.
 2. Simplified bar chart, time line schedule for the overall project.
 3. Near-term bar chart, time line schedule for each thirty-day increment. Coordinate time period with pay requests.
- B.** Update all of the above schedules and submit with each pay request, but not less than monthly. Display updates schedules in job-site office in preparation for meeting coinciding with review of pay request.
1. Show data for the entire construction period.
 2. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portion of the Work.
- C.** Revise the job-site schedule after each meeting or activity, where revisions have been made, to document progress during the month.

131.1.04 Submittal Schedule

- A.** Prepare a complete schedule of submittals, coordinated with the list of subcontracts, schedule of values, and construction schedule.
- B.** Revise the schedule after changes occur or have been recognized or made. Issue the updates schedule concurrently with report of each meeting.

131.1.05 Daily Construction Reports

- A.** Prepare a daily construction report, recording information concerning events at the site. Submit summary with attached reports each week or more often if necessary to document activity on a timely basis.

131.1.06 Shop Drawings

- A.** Provide newly prepared, legible information drawn accurately to scale on reproducible sheets.
- B.** Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings.
- C.** Submit one digital copy (CD or DVD format) and two prints:
1. Minimum size: 8 1/2" x 11"; maximum: 30" x 42".
 2. Identify each Drawing with name of Firm and Project.
 3. Number sheets consecutively.
 4. Provide space for record of review process and Landscape Architect/Engineer's stamp.
 5. Roll prints; do not fold.
- D.** Information required:
1. Working and erection dimensions.
 2. Arrangements and sectional views.
 3. Materials, gauges, thickness, finishes and characteristics.

4. Anchors and fastening details, and connection to other work.
 5. Specific products and materials required.
 6. Compliance with standards.
 7. Deviations from Contract Documents.
 8. Other information required by individual sections.
- E. Do not permit Shop Drawings without Landscape Architect/Engineer's "Approved as Noted" or final "Approved" stamp to be used in the Work.
- F. Initial submittal: Provide one correctable translucent reproducible print and three prints; the reproducible print will be returned.
- G. Final submittal: Provide three prints plus two additional prints where required for maintenance manuals. Two prints will be retained and the remained returned. One of the returned prints will be marked up and maintained by the Contractor as a record document.

131.1.07 Samples

- A. Prepare per application section.
1. Provide units identical to final units.
 2. Provide at least three "range" Samples where variation is expected.
 3. Provide full color/texture sets for Landscape Architect/Engineer's selection.
 4. Include generic description, manufacturer, restriction and compliance with Contract Documents.
 5. Show limitations on availability and delivery time.
 6. Fully fabricated, cured and finished as specified.
 7. Mount, display, or package to facilitate review.
 8. Prepare to match Landscape Architect/Engineer's Sample where required.
 9. Final submittals: Submit three sets of samples; one will be returned.
- B. Submit to Landscape Architect/Engineer for review and confirmation or selection of color, pattern, texture and kind. Contractor is responsible for quality control and coordination with related elements of the Work.
- C. Provide the following documentation with each Sample submittal:
1. Generic description of Sample.
 2. Source, product name, or name of manufacturer.
 3. Compliance with governing authorities and recognized standards.
 4. Availability.
 5. Sizes.
 6. Delivery time.
 7. Any other limiting characteristics.

131.1.08 Action Submittals: Contractor's Review

- A. Review submittals and stamp with approval before submitting to Landscape Architect/Engineer. Check and verify the following:
1. Field measurements.
 2. Field construction.
 3. Materials, catalog numbers and similar data.
 4. Coordination of submittals with requirements.

- B. Define responsibility for providing and coordinating "work by others."
- C. Categorize submittals by type of work. Mark each with Project, date, Contractor, subcontractor, submittal name and similar information.
- D. Include in transmittal with each submittal:
 - 1. Project name.
 - 2. Contractor's name.
 - 3. Number of Samples or Drawings.
 - 4. Titles and other pertinent data.
 - 5. Explanation of any noncompliance.
- E. Submittals received without Contractor's "Approved" or "Approved as Noted" stamp will be returned without action.

131.1.09 Action on Submittals: Landscape Architect/Engineer's Review

- A. Landscape Architect/Engineer will review each submittal, stamp "Approved", "Approved as Noted", or "Revise and Submit", and where possible, return within two weeks of receipt. If submittal must be held for coordination, Landscape Architect/Engineer will promptly advise Contractor.
- B. Landscape Architect/Engineer will stamp submittals as follows:
 - 1. "Approved:" Final unrestricted release. Work may proceed.
 - 2. "Approved as Noted:" Final but restricted release. Work may proceed when submittal complies with notations and correction, per contract documents.
 - 3. "Revise and Resubmit," "Not Approved" or unmarked: Returned for resubmittal per notation; resubmit without delay.

131.1.10 Resubmission

- A. Make corrections indicated and resubmit as specified until approved by Landscape Architect/Engineer.
- B. In resubmission transmittal, direct attention to revisions that are in addition to Landscape Architect/Engineer's corrections.

131.1.11 Distribution

- A. Obtain and distribute copies of submittals to subcontractors and suppliers before and after final approval.
- B. Make prints of reviewed Shop Drawings from transparencies carrying Landscape Architect/Engineer's stamp.
- C. Maintain file of approved submittals for duration of Project, to be delivered to Owner as part of Project Closeout Documents.

END OF SECTION

SPECIAL PROVISION 132 -TEMPORARY CONSTRUCTION FACILITIES

Supplemental to GDOT Standard Specification;

132.1 General

132.1.01 Description of Requirements

- A.** Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.
- B.** Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:
 - 1. Temporary lighting required that would in addition to that exist.
 - 2. Power extension cords for tools and equipment.
 - 3. Temporary field offices and storage sheds.
 - 4. Temporary barriers and fences.
 - 5. Temporary controls for noise, dust, water and erosion.
 - 6. Temporary construction aids.
 - 7. Temporary tree and plant protection.
 - 8. Security, protection and safety signage.
 - 9. Temporary restroom/sanitary facilities.
 - 10. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.
- C.** Provide all work and facilities in full accord with all authorities having jurisdiction.
 - 1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.
- D.** With regard to required construction facilities and temporary controls, provide for the following:
 - 1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.
 - 2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.

3. Filing of all permits for construction with local authorities.
4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.
5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
6. Maintenance of all of this Contractor's temporary work and facilities.
7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

132.1.02 Temporary Sanitary Facilities for Construction Personnel

- A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.
- B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.
- C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

132.1.03 General Items

- A. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- B. Staging areas for delivery of materials and equipment will be at locations designated by Owner.
- C. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.
- D. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.

1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

132.1.04 Contractor Access and Egress

- A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

132.1.05 Temporary Construction Facilities and Service

- A. Contractor shall be responsible for providing any temporary onsite construction facilities that he may deem appropriate. All temporary facilities shall be maintained in an orderly, clean, and presentable fashion. These facilities may NOT be located within the right-of-way of any public road.
- B. All temporary construction compounds and/or material holding areas shall be removed and the area restored to pre-construction conditions prior to substantial completion.

END OF SECTION

SPECIAL PROVISION 133 - CLEANING

Supplemental to GDOT Standard Specification;

133.1 General

133.1.01 Description

- A. Maintain job site, surrounding areas, and public properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy.

133.2 Products

133.2.01 Materials

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

133.3 Execution

133.3.01 Cleaning - General

- A. Cleaning and disposal:
 - 1. Conduct cleaning and disposal operations in accord with legal requirements.
 - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- B. Burning:
 - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.
- C. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

133.3.02 Clean-up During Construction

- A.** Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B.** Wet down dry materials and rubbish to lay dust.
- C.** At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.
- D.** Provide dump containers on job site for collection of waste materials, debris and rubbish.
 - 1. Permit Owner's other contractors to place waste materials, debris and rubbish in containers provided by this Contractor.
- E.** Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas.
- F.** Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
- G.** Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

133.3.03 Final Cleaning

- A.** In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- B.** Remove soil stains, grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces including paving, stone walls buildings and fences.
 - 1. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel surfaces.
- C.** Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D.** Broom clean paved/stone surfaces or pressure wash concrete and stone surfaces, structures, walls and columns, etc... as directed by the Landscape Architect; rake clean other surfaces of grounds.
- E.** Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

133.3.04 General Requirements

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION

SPECIAL PROVISION 134 - PROJECT RECORD DOCUMENTS

Supplemental to GDOT Standard Specification;

134.1 General

134.1.01 Maintenance of Documents

A. Maintain at job site, one copy of each of the following as record documents:

1. Contract drawings.
2. Project Manual including Addenda/Bulletins.
3. Approved shop drawings and samples.
4. Modifications: Change Orders, Directives, and other written amendments to the Contract.
5. Field Test records.

B. Adhere to following guidelines for maintenance of record documents:

1. Store record documents in temporary field office, apart from documents used for construction purposes.
2. Provide files and racks for storage of record documents.
3. Maintain record documents in clean, dry and legible condition.
4. Do not use record documents for construction purposes.
5. Make record documents available at all times for inspection by Owner's Representative and other authorized users.

C. General Requirements

1. Progress Record Drawings:
 - a. During construction, Contractor shall keep a marked up-to-date set of record Document drawings on the site as an accurate record of all deviations between work as shown and as installed. These drawings shall be available to the Landscape Architect and Owner's Representative for inspection at any time.
 - b. The Contractor will be provided, by the Owner's Representative, one (1) set of Contract Drawings for the sole purpose of Progress Record Drawings. The

Contractor shall be required to submit these drawings to the Owner's Representative at each weekly Contractor's Progress meeting for review. The purpose of this submittal is to insure that "As-Built" records are being kept up to date by the Contractor.

- c. **If these drawings are not kept up to date or the submission is not made by the requested day and time, monies shall be retained from the Contractor's monthly Application for Payment.**

2. Final Record Drawings:

- a. Upon completion of Work, Contractor shall furnish the Owner's Representative with an electronic copy of a complete set of As-built - Record Documents
- b. Contractor shall accurately and neatly transfer all deviation from progress record documents to final record documents. Record document drawings shall be provided where specified and as required to reflect as-built conditions.
- c. Contractor record documents shall be signed and sealed by a Professional Landscape Architect or Land Surveyor licensed in the State of Georgia.

3. Progress Record Specifications:

- a. During construction, Contractor shall keep on site a marked-up, up-to-date, set of record specifications annotated to clearly indicate all substitutions that are incorporated into the work. Where selection of more than one product is specified, annotation shall be available for inspection at any time by the Landscape Architect, Owner, or Owner's Representative.

4. Final Record Specifications:

- a. Upon completion of work, Contractor shall furnish the Owner's Representative with a complete set of marked-up record specifications with "PROJECT RECORD DOCUMENTS" clearly printed on the cover.
- b. The Owner's Representative, at no extra cost, will furnish Contractor with a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress record specifications to the final record specifications.

134.1.02 Recording

- A. Label each record document "PROJECT RECORD DOCUMENTS" in 1 to 2 inch high printed

letters on each sheet.

- B.** Within the title block on each drawing update the Record Documents as the latest revision. Label each record document "Field Conditions" and date each record drawing.
- C.** Keep record documents current.
- D.** Do not permanently conceal any work until required information has been recorded.
- E.** On the Record Contract Drawings legibly mark to record actual construction including but not limited to the following items:
 - 1. Depths of various elements of foundation in relation to survey datum.
 - 2. Horizontal (Northing/Easting Coordinate) and vertical (NGVD Elevation) location of underground utilities and appurtenances, including mains, fittings, valves, services, sleeves, etc.
 - 3. Top, grate and/or rim elevations of all storm drainage and sanitary sewer structures (including lift station wet wells). Invert elevations of all storm and sanitary sewer pipes (including inflow/outflow pipes from lift station wet wells).
 - 4. Weir, orifice, invert and top elevations, for all storm water structures.
 - 5. Cross-slopes and longitudinal slopes of sidewalks and handicap ramps.
 - 6. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 7. Field changes of dimension and detail.
 - 8. Changes made by Change Order, Directive and other modification.
 - 9. Details not original contract drawings.
 - 10. Coordinates and elevations for all sleeves, utility pipe, control valves and any other miscellaneous items installed under this Contract. At a minimum, the ends of each line should have the coordinate and elevation indicated.
 - 11. Record drawings for Irrigation and Lighting Systems.
- F.** On the Record Specifications and Addenda legibly mark-up each Section to record including but not limited to the following items:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of

equipment actually installed.

2. Changes made by Change Order, Directive and other modifications.
3. Other matters not originally specified.

G. Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.

134.1.02 Audit

A. Project record documents will be reviewed weekly, as outlined within Paragraph 1.01 C. of this section, by the Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

134.1.03 Submittal

A. At completion of project, deliver record documents to the Owner's Representative. Record documents are to be submitted in digital (pdf) format as well as hard copy.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date
2. Project Title and number
3. Contractor's name and address
4. Title and number of each record document.
5. Certification that each document as submitted is complete and accurate
6. Signature of Contractor, or its authorized representative.

END OF SECTION

Retain Section 150 as written and add the following:

150.11 SPECIAL CONDITIONS:

A. WORK HOURS:

This project requires the following restricted work hours:

Work and lane closures will not be permitted during between the hours of 6:30 a.m. to 9:30 pm; all work shall be done at night.

Failure by the contractor to reopen the lane by the times specified will result in damages assessed in accordance with Section 108.08 of this contract.

B. TRAFFIC CONTROL PLAN:

A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TWO (2) WEEKS PRIOR TO ANY WORK FOR REVIEW AND APPROVAL BY THE PROJECT ENGINEER AND THE GDOT AREA ENGINEER.

C. HOLIDAY WORK:

No work shall be allowed during the following dates due to holidays:

July 4, 2015 – 4th of July

September 4, 2015 – September 7, 2015 – Labor Day

November 25 – November 27, 2015 – Thanksgiving

December 24, 2015 – January 1, 2015 – Christmas and New Years

May 27 – May 30, 2016 – Memorial Day

July 4, 2016 – 4th of July

SPECIAL PROVISION 200 - Grading and Earthwork and Site Preparation

Supplemental to GDOT Standard Specification;

PART 1 - PRODUCTS

1.0 AS-BUILT SURVEY

- A. At the completion of the project, the Contractor shall provide an As-Built Survey of the Roswell Rd Streetscape - Johnson Ferry Rd to Abernathy Rd improvements.

The As-Built Survey shall include a fifty (50') grid, indicating the one (1) foot contour intervals and spot elevations for the entire site. In addition, the survey shall include all built items including; storm structures, pedestrian and accent lights, parking lot, sidewalk, path locations, top and bottom of curbs and walls, sanitary sewer invert and top elevations, tree, lawn and planting bed areas shall all be included in the as-built survey. Both the horizontal and vertical elevations and locations shall be provided by the Contractor. The data shall be provided to the owner in Auto-Cad (version 10 format).

- B. The contractor shall determine the amount of cut or fill that will be required to match the proposed grades as indicated in the grading plans.
- C. The As-Built Survey shall include spot elevations for the top and bottom of walls, top and bottom of curb in parking lot, the invert elevations of storm structures and the center line of the proposed trail.
- D. The As-built Survey and the Cut and Fill quantities shall be provided to the Landscape Architect, prior to beginning grading activities on the Site.

1.1 MATERIALS

(All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide)

- A. General: Where the terms "approved," "suitable," "unsuitable," and similar designations are used in specifications section pertaining to earthwork, it means earth or material designated as being approved, suitable or unsuitable for their intended use by the soils technician of the Architect or Landscape Architect.
- B. Suitable Soil Materials are defined as those complying with ASTM D-2487 soil classification groups: GW, GP, GM, SM, SW, and SP.

-
- C. Unsuitable Soil Materials are defined as those complying with ASTM D-2487 soil classification groups: GC, SC, MH, ML, CL, CH, OL, OH, PT. Clays, silts, and organic soils will be considered as unsuitable materials. Excess water in materials will be a basis for establishing unsuitable material regardless of gradation.
 - D. Backfill and Fill Materials shall be suitable soil materials, free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter. Suitable materials for earth fill shall generally be composed of sands, clay-sand and silt-sand mixtures and shall be approved by the soils technician or the Architect or Landscape Architect prior to being incorporated in fills.
 - E. Borrow shall consist of sand or sand clay soils capable of being readily shaped and compacted to the required densities, and shall be free of roots, trash and other deleterious material.

PART 2 – EXECUTION (All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide)

2.0 PREPARATION

A. CLEARING AND GRUBBING

1. Completely remove and dispose of all trees, brush, stumps, roots, grass, weeds, rubbish, and all other obstructions resting on or protruding through the surface of the existing ground and the surfaces of excavating areas.
2. Clear and grub within all areas designated for site grading except where selective clearing will be performed in some areas by retaining selected trees as designated on the Construction Documents or directed by the Landscape Architect. Protect from damage by construction equipment, and in a manner approved by the Landscape Architect, all trees selected by the Owner for saving.
3. Within building sites and paved area, remove to a depth of not less than 2 feet below the surface of all stumps, roots, etc., protruding through or appearing on the surfaces of the existing ground and completed excavations, and replace with compacted backfill before the area is filled.
4. Within all other areas designated for clearing and grubbing, remove to a depth of 1 foot below the completed surface all stumps, roots, and other debris projecting through or appearing on the surface of the ground.
5. Strip topsoil material from all areas to be excavated or filled upon. Stockpile for later use stripped material suitable for topsoil and dispose of all other material as directed by the Landscape Architect.

- B. DUST CONTROL: To prevent unnecessary spread of dust during performance of exterior demolition work, thoroughly moisten surfaces and debris as required to prevent dust from being a nuisance

to the public, to neighbors, and to concurrent performance of other work on the site. Water for use in dust control shall be obtained from Contractor's own source.

C. Debris Disposal: Prior to exaction and/or filling, remove from the project site and dispose of all clearing and grubbing debris and other accumulated trash.

D. General Performance:

1. The Contractor shall remove excess material from the site and dispose of in a legal manner.
2. In the event materials containing toxic substances, oil products or other pollutants are encountered during excavation, immediately cease operations and notify the Landscape Architect. Proceed with the excavation only when so directed by the Landscape Architect, using additional procedures and precautions, if any, as necessary to contain and dispose of the contaminated material in compliance with all applicable laws and regulations.

E. Fills:

1. Construct fills of suitable material placed in layers of not more than 8 inches in depth measured loose and rolled and/or vibrated with suitable equipment until compacted. Thickness of layers may be increased provided the equipment and methods used are proven by field density testing to be capable of compacting thicker layers to specified densities. Decrease layer thickness if equipment and methods used prove to be incapable of compacting layers to specified densities.
2. Place no material that will not pass through a 6-inch diameter ring within the top 12-inches of the surface of the completed fill, and none that will not pass through a 3-inch diameter ring within the top 4-inches of the completed fill. Do not use broken concrete or asphaltic pavement in fills.
3. Compact fill within the roadways, walkways, parking areas, and building sites to a density of not less than 98 percent of its maximum density by AASHTO 180 (ASTM D 1557).
4. Muck, marl or other unsuitable material may be used in open areas if so designated on the Drawings or directed by the Landscape Architect. Place muck material used as fill in layers of not more than 12-inches in depth measured loose. When dry, or as directed by the Landscape Architect, disc and harrow this layer to break up large pieces of the material. Compaction of unsuitable material will not be required.
5. Place and compact fills to within 0.1-foot of the required elevations and slope surfaces to drain as shown on the Drawings.

F. Subgrades:

1. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the Drawings, of uniform density, ready to receive the base course.
2. Stabilize in accordance with the construction drawings and GDOT specifications.

3. After the subgrade has been properly shaped, and stabilized if required, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the subgrade material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before

compacting. Allow subgrade material containing excess moisture, as determined by the Landscape Architect, to dry to the proper consistency before being compacted.

4. Compact the top 12-inches of the subgrade, including cut and fill sections, to a density of not less than 98 percent of the maximum density as determined by the AASHTO T 180 (ASTM D 1557).
5. After the subgrade has been prepared, maintain it free of ruts, depressions and damage resulting from the hauling and handling of any material, equipment, tools, etc. Provide and maintain ditches or drains along the completed subgrade section to prevent damage by storm water. Just before the base course is laid, check the subgrade for crown and elevation. Complete the subgrade to provide a final elevation within 0.1-foot of the required elevation.
6. 2.1 TOP SOIL
 - A. Contractor shall strip and stockpile topsoil.
 - B. Topsoil shall be placed to a depth of 4" over all disturbed areas.
 - C. Any remaining topsoil will be hauled off site and disposed of at the Contractor's expense.
 - D. Additional topsoil shall meet Georgia Department of Transportation Specification 893.1.

Any additional topsoil that is required to repair disturbed areas and complete the contract shall be provided by the Contractor at his expense.

2.2 EXCAVATION

- A. Excavation is unclassified and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- B. All excavation shall be in conformity with the lines, grades and cross sections shown on the Plans or established by the Architect or Landscape Architect. All suitable material removed in the excavation shall be used as far as practicable in formation of embankment, subgrades and shoulders and at such other places as may be indicated on the Plans or directed by the Architect or Landscape Architect.

- C. Unauthorized Excavation consists of removal or loosening of materials beyond indicated subgrade elevations or dimensions without specific directions of the Architect or Landscape Architect. Unauthorized excavation, as well as remedial work directed by Architect or Landscape Architect, and as specified herein shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavations by extending indicated bottom elevation of footing or base to the bottom of the excavation, without altering required top elevation.

Elsewhere, backfill and compact unauthorized walls, fill unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by the Architect or Landscape Architect.

- D. Additional Excavation: When excavation has reached required subgrade elevations and unsuitable materials, exist, carry excavations deeper and replace excavated materials as directed by Architect or Landscape Architect. Dispose of unsuitable material as directed by the Architect or Landscape Architect.

The Contractor shall dispose of unsuitable and surplus materials except where the Architect or Landscape Architect permits the use of such fill slopes, or unless specific disposal areas are shown on the Plans.

- E. Dewatering: Prevent surface water and subsurface or ground water flowing into excavations and from flooding project site and surrounding area. Do not allow water to accumulate in excavations. Remove water to prevent softening of roadway subgrades and foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

- F. Proper drainage shall be maintained at all times.
- G. Perform excavation within drip-line of large trees to remain by hand or by other means which will result in (1) cleanly twisting, tearing, breakage or other injury to roots remaining on the tree. Protect existing trees and shrubs at all times during earthwork operations. No trees shall be removed without prior approval of the Owner.

2.3 BORROW

- A. Shall be excavated and hauled by the Contractor from his own sources and shall meet the requirements as specified.
- B. Borrow shall be procured by the Contractor.
- C. Contractor shall bear all expenses in developing borrow sources including drying material, haul roads, excavation and hauling.

2.4 GROUND SURFACE PREPARATION FOR FILL

- A. All vegetation such as roots, brush, heavy sods, heavy growth of grass, decayed vegetation matter, rubbish, and other unsuitable material within the areas to be filled shall be stripped and removed prior to beginning the fill operation.
- B. Sloped ground surfaces steeper than 1 vertical to 4 horizontal, on which fill is to be placed shall be plowed, stepped, benched or broken up as directed, in such a manner that the fill material will bond with the existing surface.
- C. Surfaces on which fill is to be placed and compacted shall be wetted or dried as may be required to obtain the specified compaction.

2.5 FILL

- A. Shall be reasonably free from roots, organic material, trash and stones having maximum dimensions of 6 inches.
- B. Shall be placed in successive horizontal layers of 8 inches (4 inches for hand tamped compaction) in loose depth for the full width of the cross-section and compacted as required with heavy compaction equipment.

2.6 FINISH GRADING

- A. All areas covered by the project including excavated and filled sections and adjacent transition areas shall be smooth graded and free from irregular surface changes and any debris.
-
- B. Degree of finish shall hand raking and finishing, except as otherwise specified.
 - C. The finished surface of unpaved areas shall be not more than 0.05' feet above or below the established grade or designed cross-section. Grading shall be done in order that no ponding will occur.
 - D. Ditches shall be finished smooth to reduce erosion and permit adequate drainage.

2.7 DISPOSAL OF WASTE MATERIAL

- A. All vegetation, roots, brush, sod, broken pavements, curb and gutter, rubbish, and other unsuitable or surplus material stripped or removed from the limits of construction shall be disposed of by the Contractor.

2.8 PROTECTION

- A. Protect existing trees and shrubs at all times during earthwork operations. No trees shall be removed without prior acceptance of the Owner.
- B. The Contractor shall be responsible for protection of below grade utilities shown on the drawings or indicated to him by the Owner at all times during earthwork operations.
- C. Graded areas shall be protected from traffic, erosion, settlement, or any washing away that may occur from any cause prior to acceptance.
- D. All repair or reestablishment of grades prior to final acceptance shall be at the Contractor's expense.

PART 3 -

TESTING

3.1 COMPACTION TESTING

- A. General: Compaction of earth fill and all pavement subgrades shall be performed to the percentage of maximum standard of modified dry densities and to the depths as indicated below:
 - 1. Roadway Subgrades: 95% Modified (ASTM Test D-1557) Compact top 12" in Parking areas and top 15" in Driveways.
 - 2. Subgrades under pavement removed and replaced for utility installations: 97% Standard (ASTM Test D-698) to 24" depth.
 - 3. Structural Fill under all structures, slabs and steps: 98% Standard (ASTM Test D-698).
Compact top 12" of subgrade and each layer of fill.
 - 4. Subgrade below Sidwalks and Curb and Gutters: 97% Standard (ASTM Test D-689).
Compact to 6".
 - 5. Unpaved Areas to be grassed, sodded or landscaped: 90% Standard (ASTM Test D-698) full depth.

All other areas not described above: as directed by the Architect or Landscape Architect.

- B. Moisture Control: All compaction shall be performed at material moisture contents within 3 percentage points, plus or minus, of optimum. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, during or subsequent to compaction operations. Remove, and replace, or scarify and air dry, soil material that is too wet to permit

compaction to specified density. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing or pulverizing until moisture content to a satisfactory value.

- C. Field Density Tests: **(All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide)**. Tests shall be made in accordance with ASTM Method D-1556 and/or ASTM 2922. Minimum testing frequency shall be based on the most stringent of the following requirements (as applicable). Additional tests may be required by the Architect or Landscape Architect in areas he deems critical.
- One every layer of fill,
 - One every 200 cubic yards of fill,
 - One every 250 square yards of roadway subgrade of fill,
 - One every building subgrade,
 - Areas where degree of compaction is in question

If in opinion of Architect or Landscape Architect, based on testing service reports and Inspection, subgrade or fills which have been placed are below specified density, additional compaction and testing will be required.

- D. Proof Rolling: Proof rolling of the subbase or subgrade of all areas of new road paving will be required. Equipment shall have a minimum axle load of 6,000 pounds and a maximum axle load of 15,000 pounds or as determined by the Architect or Landscape Architect.

END OF SECTION

SPECIAL PROVISION 201 – Clearing and Grubbing Right of Way

Delete Subsection 201.3.05.E.3 and substitute the following:

3. Solid Waste Material

a. Nonregulated Material

- 1) Common fill is defined as soil, rock, brick, concrete without reinforcement, concrete with reinforcement where the reinforcement has been removed flush with the surface of the concrete and cured asphalt, provided that such material does not contain hazardous waste constituents above background levels and the material results from Department funded construction contracts. Such fill is not subject to the Georgia Comprehensive Solid Waste Management Act of 1990 and the Solid Waste Management Rules when used as fill material on Department funded construction contracts or Department property or when used as fill material on property not owned by the Department when all requirements of this specification are fully met. Common fill meeting this definition may be placed as follows:

- a. At a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.

- b. At an off-site engineered fill location in accordance with the following requirements;

- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- A Georgia registered professional engineer shall document, certify and submit the following information on behalf of the Contractor to the Department; compaction rates, waste description including average particle size, and the depth of clean earthen fill lying above the engineered fill.

- c. On site as compacted fill if prior written approval has been granted by the

Engineer and in accordance with the following requirements:

- As compacted fill incorporated into embankment only. No area shall be excavated for the sole purpose of disposing of common fill.
- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- Records of the exact location by station and offsets, amount disposed per location in cubic yards, waste description including average particle size, compaction rates and depth of clean earthen fill lying above the composite materials shall be kept by the Engineer.

d. Materials that may be recycled or reused such as asphaltic concrete, Portland cement concrete, plastic, metal and materials that qualify under EPD regulations for sale or use may be reclaimed by the Contractor.

b. Regulated Material

- 1) Inert waste is defined as organic debris such as stumps, limbs and leaves, cured asphalt and any of the aforementioned common fill items that do not meet the compaction requirements when placed in an excess materials pit. An inert waste landfill permit shall be obtained in accordance with GDNR/EPD Rules to properly record the disposal of inert waste when compaction requirements are not met at an excess materials pit. If disposed of at a landfill, inert waste may only be disposed at a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 2) Construction and demolition waste is defined as construction forms, barrels, scrap metal, and other such by-products of construction not specifically listed above as either common fill or inert waste. Construction and or demolition waste must be disposed of at a permitted municipal, construction and demolition materials, or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 3) Dispose of oils, solvents, fuels, untreated lead paint residue, and other solid hazardous

waste through a properly licensed hazardous waste disposal facility.

- 4) Remove municipal solid waste discovered during construction or shown on the Plans according to Section 215.

c. Solid Waste Handling and Disposal Documentation Requirements:

- 1) Waste disposed at a permitted municipal or construction and demolition landfill – all tipping receipts generated by the receiving landfill shall be provided to the Engineer.
- 2) Waste disposed at inert landfill – a copy of the landfill's Permit By Rule notification, and for landfills exceeding one acre, a copy of the landfill's NPDES General Storm water Permit Notice of Intent (NOI) and any local jurisdiction Land Disturbing Activity Permit, if applicable, shall be provided to the Engineer.
- 3) Any necessary documentation regarding a disposal site's permit status must be obtained by the Contractor and verified by the Department before any common fill, inert waste, or other solid waste is allowed to leave the site.
- 4) The documentation listed herein shall be maintained on-site in the project files and at any other location the Department deems necessary until a valid NPDES Notice of Termination is filed.

Recyclable materials must be separated from all waste materials and shall be properly stored in containers when practicable.

Excluding the above allowances, all types of waste shall be handled in full compliance with the following:

- The Georgia Solid Waste Management Rules, as amended (391-3-4)
- Georgia Comprehensive Solid Waste Management Act of 1990, as amended (O.C.G.A. 12-8-20)
- The Georgia Erosion & Sedimentation Act as amended (O.C.G.A. 12-7-1) and any applicable Local and State requirements as well as the General Permits of the Georgia Water Quality Control Act
- Any other applicable Federal, State, or Local rules or laws

Office of Construction

END OF SECTION

SPECIAL PROVISION 230 - LUMP SUM CONSTRUCTION AND SCHEDULE OF VALUES

Supplemental to GDOT Standard Specification;

230.1 General

230.1.01 DESCRIPTION OF REQUIREMENTS

- A. This contract is bid as a Lump Sum project. Payment is based on the Contractor providing to the Owner Representative Application and Certificate for Payment each month. The Contractor shall invoice the Client separately for the TE Eligible and NON TE Eligible Portions of the project. The contractor pay request shall be based on the approved Schedule of Values, the Unit Prices/Contract Amount that has been bid. With each pay request the Contractor shall provide the following information;
1. The Original Contract Sum Amount,
 2. Net Change Orders Amount,
 3. Contract Sum to Date,
 4. Total Complete and Stored to Date,
 5. Retainage,
 6. Total Earned less Retainage Amount
 7. Less Previous Certificates for payment amount,
 8. Current Payment Due
 9. Balance to Finish.
 10. Change Order Summary
 11. Percent complete per item.
- B. Submit to the Owner's Representative two (2) copies of the Schedule of Values and Unit prices for each major and/or minor element of work, main element, or cost center, wherein all schedule of value components will total the Contract Sum.
1. The Owner's Representative will provide format for submittal of Schedule of Values.
- C. Payment requests will not be approved until the Schedule of Values is found acceptable to the Owner and the Owner's Representative.
- D. Upon request by the Owner's Representative, support values in schedule with data that will substantiate their correctness.
- E. Schedule of Values is intended to be used as basis for Contractor's application for payment and for future additions and or deductions to the project and construction contract.

- F. Include with Schedule of Values a listing of quantities of designated materials.

- G. The Contractor's monthly schedule is to be submitted with the application for payment. The Application for Payment **will not** be processed until the schedule update is received.

230.1.02 FORM OF SUBMITTAL

- A. Except as directed otherwise by the Owner's Representative, use Table of Contents of Standard Specifications as basis for format for listing cost for work.
- B. Identify each line with number and title as listed in Table of Contents of Specifications.
- C. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner. Pay applications must reflect these cost codes and funding source splits.

230.1.03 PREPARING SCHEDULE

- A. Itemize separate line item cost for each of following general cost items:
 - 1. Permits and fees.
 - 2. Performance and payment bonds.
 - 3. Field coordination: Supervision and layout, including engineering.
 - 4. Temporary construction facilities.
 - 5. Mobilization and demobilization.
 - 6. Project Management
 - 7. Record Drawings.
 - a. The Contractor will be required to divide up the Schedule of Values item on a monthly basis for payment of this work after monthly submittal and review. (See Special Provision 134 – Project Record Documents.)
 - 8. Monthly schedule updates.
 - 9. Submittals and Shop Drawings.

10. Daily Reporting.

- B. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project by TE funded and NON TE funded, etc.
- C. Breakdown costs to include:
 - 1. All items listed in schedule equal to total Contract Sum.

230.1.04 STORED MATERIALS

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

230.1.05 REVIEW AND RESUBMITTAL

- A. After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

END OF SECTION

Delete Section 615 as written and substitute the following:

Section 615 – Directional Boring

615.1 GENERAL DESCRIPTION

This work shall consist of installing various sizes of conduits by directional boring through whatever materials may be encountered.

615.2 MATERIALS

Use conduit types and sizes that conform to the plans and the following:

MATERIALS	SECTION
Smooth-Wall Coilable Electrical Polyethylene Conduit	923 (SPECIAL PROVISION)

615.3 CONSTRUCTION REQUIREMENTS

When required, suitable pits or trenches shall be excavated for the boring operation and for placing the end joints or termination connectors of conduit. Where necessary, they shall be securely sheeted and braced to prevent caving.

Where directional boring is required under railroads, highways, streets or other facilities, construction shall be done in the manner that will not interfere with the operation of the facility, and shall not weaken the roadbed or structure. No roadway pavement, subgrade, roadbed, paved shoulder, or unpaved median shall be disturbed or excavated as part of the boring or pipe placing operation for any reason without written authorization by the Engineer. In the above areas, any broken or damaged boring rod/stem, boring head (including transmitter/transponder locating heads and cutter heads), couplings (including backreaming, swivel or connector couplings), or any other material that cannot be retrieved as part of the pullback operation shall become the property of the Department and shall be abandoned in place unless otherwise authorized in writing by the Engineer. There shall be no additional payment for abandoned material.

Furnish, for the Engineer's approval, a plan showing the proposed methods for the installation of the horizontal directional bore. The Engineer will review the proposed installation plan within 10 working days of receipt by the Department. No directional boring work will be allowed until the Contractor's submitted plan is approved by the Engineer. This plan shall include the following detail as a minimum:

- List of projects completed by the company performing the boring operation, environment of installation (urban work, river crossing, freeway), diameter of product installation and length of bores. This list of projects must include the name, address and phone number of an owner's representative with knowledge of the performance of the work. Provide at least five previously completed projects of similar scope to the boring work included in this contract.

- List of Contractor's key personnel with a resume of boring experience. The Department will be the sole judge of the qualifications of the foreman and the drill operators.
- Location of all proposed boring entry and exit pits.
- Proposed alignment of bore both horizontal and vertical. The proposed alignment shall maintain a minimum clearance of 18 inches (450 mm) or 2 times the diameter of the final product installation, whichever is greater, at any obstruction. Boring will not be allowed in select backfill areas such as at mechanically stabilized wall locations.
- Proposed diameter of bore. This diameter is the diameter of the final product installation.
- Proposed diameter of pilot borehole.
- Proposed diameter of back reamer. In no case shall the diameter of the back reamer exceed 1.5 times the diameter of the final product installation.
- Proposed depth of cover. The depth of cover shall be equal to or greater than 10 times the diameter of the final product installation. Additionally, the minimum depth of cover allowed in paved shoulders shall be 4 feet (1.22 meters). The minimum depth of cover under travel lanes or otherwise outside of the paved shoulder shall be 8 feet (2.44 meters).
- Evaluation of soil conditions to be encountered. Full soil survey not required. As a minimum, excavate the entrance and exit pits for the proposed bore and determine the nature of the material likely to be encountered. The drilling fluid composition should be based on the evaluation of the materials encountered in the bore pit excavation.
- Proposed composition of drilling fluid.
- Proposed drilling fluid pressure and flow rates.
- Proposed drilling fluid management plan.
- Proposed pull back rate.
- Type of tracking system

Continuously monitor the location and alignment of the pilot drill process to insure compliance with the proposed installation alignment and to verify depth of the bore. Monitoring shall be accomplished by manual plotting based on location and depth readings provided by the locating/tracking system or by computer generated bore logs which map the bore path based on information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod and provided to the Engineer on a daily basis for as-builts.

Monitoring of the drilling fluids such as the pumping rate, pressures, viscosity and density during the pilot bore, back reaming, and/or pipe installation stages shall be undertaken to ensure adequate removal of soil cuttings and to ensure that the stability of the borehole is maintained. Drilling fluid pressures should not exceed that which can be supported by the overburden (soil) pressure to prevent heaving or a hydraulic fracture of the soils. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. Ensure that all drilling fluids are disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended whenever drilling fluids seep to the surface other than in the boring entrance or exit pit. The Contractor must propose a method to prevent further seepage and must remove and dispose of any drilling fluid on the surface prior to resuming the boring operation.

To minimize heaving during pullback, the pullback rate should be determined to maximize the removal of soil cuttings and minimize compaction of the ground surrounding the borehole. The pullback rate shall also minimize over cutting of the borehole during the back reaming operation to ensure that excessive voids are not created resulting in post installation

settlement. Any surfaces damaged by the work shall be restored to their preconstruction conditions. All costs associated with the restoration are to be borne by the Contractor.

The distance that the excavation extends beyond the end of the bore will depend upon the character of the excavated material, but shall not exceed 2 feet (0.61 meters) in any case. This distance shall be decreased on instructions from the Engineer if the character of the material being excavated makes it desirable.

Once the directional boring is begun, the operation shall be carried on without interruption, insofar as practical.

The pits or trenches excavated to facilitate boring operations shall be backfilled immediately after the boring has been completed.

The boring shall proceed from a surface staging area provided for the boring equipment and workers. The location of the staging area shall be approved by the Engineer. The holes shall be bored mechanically. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cutting. Jetting will not be permitted.

Excavation will not be paid for separately, but all of the provisions of Section 205 and 208 shall govern.

In unconsolidated soil formations a gel-forming colloidal drilling fluid consisting of at least 10% high grade carefully processed bentonite may be used to consolidate excavated material, seal the walls of the hole, and furnish lubrication for subsequent removal of material and immediate back reaming/installation of conduit. Flow pressure on the drilling fluid shall be continuously monitored and maintained at the minimal pressure required to place the fluid. At no time shall the flow pressure exceed 500 psi (3448 k Pa) and should normally not exceed 200 psi (1379 k Pa). All drilling fluid shall be completely removed from both ends of the bore and properly disposed of at a location provided by the Contractor.

Allowable variation from line and grade established by the Engineer shall be a maximum of 2 percent. Any voids which develop during the installation operation and are determined by the Engineer to be detrimental to the Work, shall be pressure grouted with an approved mix.

Directional boring operations inherently include the risk of encountering under grade obstructions that begin to alter the bore direction. Should an obstruction be encountered, the Engineer shall be immediately notified. Attempts at corrective measures to restore the proper bore alignment should include but are not limited to boring deeper or shallower (if minimum pipe depth can be maintained), moving the boring head to the right or left of the obstruction, to attempt to bore through the obstruction (if other than solid rock). To restore the bore alignment, a minimum of three attempts to the Engineer's satisfaction shall be made at each encountered obstruction with different corrective measures. If a suitable bore alignment cannot be restored, the Engineer may authorize a relocation of the bore. Unsuccessful boring attempts shall be paid in accordance with Sections 615.4 and 615.5 below, using the obstruction location as one end of the measured length of directional boring.

615.4 MEASUREMENT

Directional bores will be measured by the horizontal linear foot (meter) of bore complete in place. The measurement for payment shall be determined by obtaining measurements from the points at which the bore arrives at the required minimum acceptable depth, at the entrance and exit of the boring operation, following the central axis of the bore. Directional boring above the minimum acceptable depth shall not be measured for payment.

615.5 PAYMENT

This work performed and materials furnished as prescribed by this Item, measured as provided under Measurement shall be full compensation for furnishing the bore, conduits and all incidentals necessary to complete the Item. All excavated

material resulting from the directional boring operations shall be disposed of or used as directed by the Engineer at no additional cost to the Department.

Payment will be made under:

Item No. 615-1200	Directional Bore (Size)	per Linear Foot (meter)

End of Section

Section 682 – Electrical Wire, Cable, and Conduit

Add the following:

Delete Subsection 682.1 General Description and substitute the following:

682.1 GENERAL DESCRIPTION

This work includes furnishing and installing wire, cable, and conduit for roadway and structure lighting systems, complete or as indicated on the Plans. This work also consists of installing various sizes of conduits by directional boring through whatever materials may be encountered.

Add the following to section 682.3 Construction Requirements:

When required, suitable pits or trenches shall be excavated for the boring operation and for placing the end joints or termination connectors of conduit. Where necessary, they shall be securely sheeted and braced to prevent caving.

Where directional boring is required under railroads, highways, streets or other facilities, construction shall be done in the manner that will not interfere with the operation of the facility, and shall not weaken the roadbed or structure. No roadway pavement, subgrade, roadbed, paved shoulder, or unpaved median shall be disturbed or excavated as part of the boring or pipe placing operation for any reason without written authorization by the Engineer. In the above areas, any broken or damaged boring rod/stem, boring head (including transmitter/transponder locating heads and cutter heads), couplings (including backreaming, swivel or connector couplings), or any other material that cannot be retrieved as part of the pullback operation shall become the property of the Department and shall be abandoned in place unless otherwise authorized in writing by the Engineer. There shall be no additional payment for abandoned material.

Furnish, for the Engineer's approval, a plan showing the proposed methods for the installation of the horizontal directional bore. The Engineer will review the proposed installation plan within 10 working days of receipt by the Department. No directional boring work will be allowed until the Contractor's submitted plan is approved by the Engineer. This plan shall include the following detail as a minimum:

- List of projects completed by the company performing the boring operation, environment of installation (urban work, river crossing, freeway), diameter of product installation and length of bores. This list of projects must include the name, address and phone number of an owner's representative with knowledge of the performance of the work. Provide at least five previously completed projects of similar scope to the boring work included in this contract.
- List of Contractor's key personnel with a resume of boring experience. The Department will be the sole judge of the qualifications of the foreman and the drill operators.
- Location of all proposed boring entry and exit pits.

- Proposed alignment of bore both horizontal and vertical. The proposed alignment shall maintain a minimum clearance of 18 inches (450 mm) or 2 times the diameter of the final product installation, whichever is greater, at any obstruction. Boring will not be allowed in select backfill areas such as at mechanically stabilized wall locations.
- Proposed diameter of bore. This diameter is the diameter of the final product installation.
- Proposed diameter of pilot borehole.
- Proposed diameter of back reamer. In no case shall the diameter of the back reamer exceed 1.5 times the diameter of the final product installation.
- Proposed depth of cover. The depth of cover shall be equal to or greater than 10 times the diameter of the final product installation. Additionally, the minimum depth of cover allowed in paved shoulders shall be 4 feet (1.22 meters). The minimum depth of cover under travel lanes or otherwise outside of the paved shoulder shall be 8 feet (2.44 meters).
- Evaluation of soil conditions to be encountered. Full soil survey not required. As a minimum, excavate the entrance and exit pits for the proposed bore and determine the nature of the material likely to be encountered. The drilling fluid composition should be based on the evaluation of the materials encountered in the bore pit excavation.
- Proposed composition of drilling fluid.
- Proposed drilling fluid pressure and flow rates.
- Proposed drilling fluid management plan.
- Proposed pull back rate.
- Type of tracking system

Continuously monitor the location and alignment of the pilot drill process to insure compliance with the proposed installation alignment and to verify depth of the bore. Monitoring shall be accomplished by manual plotting based on location and depth readings provided by the locating/tracking system or by computer generated bore logs which map the bore path based on information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod and provided to the Engineer on a daily basis for as-builts.

Monitoring of the drilling fluids such as the pumping rate, pressures, viscosity and density during the pilot bore, back reaming, and/or pipe installation stages shall be undertaken to ensure adequate removal of soil cuttings and to ensure that the stability of the borehole is maintained. Drilling fluid pressures should not exceed that which can be supported by the overburden (soil) pressure to prevent heaving or a hydraulic fracture of the soils. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. Ensure that all drilling fluids are disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended whenever drilling fluids seep to the surface other than in the boring entrance or exit pit. The Contractor must propose a method to prevent further seepage and must remove and dispose of any drilling fluid on the surface prior to resuming the boring operation.

To minimize heaving during pullback, the pullback rate should be determined to maximize the removal of soil cuttings and minimize compaction of the ground surrounding the borehole. The pullback rate shall also minimize over cutting of the borehole during the back reaming operation to ensure that excessive voids are not created resulting in post installation settlement. Any surfaces damaged by the work shall be restored to their preconstruction conditions. All costs associated with the restoration are to be borne by the Contractor.

The distance that the excavation extends beyond the end of the bore will depend upon the character of the excavated material, but shall not exceed 2 feet (0.61 meters) in any case. This distance shall be decreased on instructions from the Engineer if the character of the material being excavated makes it desirable.

Once the directional boring is begun, the operation shall be carried on without interruption, insofar as practical.

The pits or trenches excavated to facilitate boring operations shall be backfilled immediately after the boring has been completed.

The boring shall proceed from a surface staging area provided for the boring equipment and workers. The location of the staging area shall be approved by the Engineer. The holes shall be bored mechanically. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cutting. Jetting will not be permitted.

Excavation will not be paid for separately, but all of the provisions of Section 205 and 208 shall govern.

In unconsolidated soil formations a gel-forming colloidal drilling fluid consisting of at least 10% high grade carefully processed bentonite may be used to consolidate excavated material, seal the walls of the hole, and furnish lubrication for subsequent removal of material and immediate back reaming/installation of conduit. Flow pressure on the drilling fluid shall be continuously monitored and maintained at the minimal pressure required to place the fluid. At no time shall the flow pressure exceed 500 psi (3448 k Pa) and should normally not exceed 200 psi (1379 k Pa). All drilling fluid shall be completely removed from both ends of the bore and properly disposed of at a location provided by the Contractor.

Allowable variation from line and grade established by the Engineer shall be a maximum of 2 percent. Any voids which develop during the installation operation and are determined by the Engineer to be detrimental to the Work, shall be pressure grouted with an approved mix.

Directional boring operations inherently include the risk of encountering under grade obstructions that begin to alter the bore direction. Should an obstruction be encountered, the Engineer shall be immediately notified. Attempts at corrective measures to restore the proper bore alignment should include but are not limited to boring deeper or shallower (if minimum pipe depth can be maintained), moving the boring head to the right or left of the obstruction, to attempt to bore through the obstruction (if other than solid rock). To restore the bore alignment, a minimum of three attempts to the Engineer's satisfaction shall be made at each encountered obstruction with different corrective measures. If a suitable bore alignment cannot be restored, the Engineer may authorize a relocation of the bore. Unsuccessful boring attempts shall be paid in accordance with Sections 615.4 and 615.5 below, using the obstruction location as one end of the measured length of directional boring.

Add the following to section 682.4 Measurement:

Directional bores will be measured by the horizontal linear foot (meter) of bore complete in place. The measurement for payment shall be determined by obtaining measurements from the points at which the bore arrives at the required minimum acceptable depth, at the entrance and exit of the boring operation, following the central axis of the bore. Directional boring above the minimum acceptable depth shall not be measured for payment.

Add the following to section 682.5 Payment:

Work performed and materials furnished as prescribed by Directional Bore, measured as provided under Measurement shall be full compensation for furnishing the bore, conduits and all incidentals necessary to complete the Item. All excavated material resulting from the directional boring operations shall be disposed of or used as directed by the Engineer at no additional cost to the Department.

Payment will be made under:

Item No. 682-9950	Directional Bore (Size)	per Linear Foot

End of Section

SPECIAL PROVISION 700 – GRASSING AND GROUND COVER

Delete GDOT Section 700 and substitute the following:

700.1 General Description

This work includes preparing the ground, furnishing, planting, seeding, fertilizing, sodding, and mulching disturbed areas within the Project limits as shown on the Plans except as designated by the Landscape Architect to remain natural.

700.1.01 Definitions

General Provisions 101 through 150.

700.1.02 Related References

A. Standard Specifications

Section 160—Reclamation of Material Pits and Waste Areas
Section 163—Miscellaneous Erosion Control Items
Section 718—Wood Fiber
Section 822—Emulsified Asphalt
Section 882—Lime
Section 890—Seed and Sod
Section 891—Fertilizers
Section 893—Miscellaneous Planting Materials
Section 895—Polyacrylamide

B. Referenced Documents

QPL 33
QPL 84

700.1.03 Submittals

Submit manufacturer's product expiration date along with written instructions to ensure proper application, safety, storage, and handling of Polyacrylamide products used in The Work.

A. Product Data: For each type of product indicated.

B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.

D. Material Test Reports: For existing surface soil and imported topsoil.

1. Results of analysis of topsoil indicating required nutrient and lime application rates.

700.1.04 Quality Assurance

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.

1. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

700.1.05 Delivery, Storage, And Handling

700.2 Materials

Use materials that meet the requirements of the following Specifications:

Material	Section
Wood Fiber Mulch	718.2
Emulsified Asphalt	822
Agricultural Lime	882.2.01
Liquid Lime	882.2.01
Seed	890.2.01
Sod	890.2.02
Fertilizer	891.2.01
Plant Topsoil	893.2.01
Mulch	893.2.02
Inoculants	893.2.04
Tackifiers	QPL 33
Anionic Polyacrylamide	QPL 84 & Section 895

A. Seeds

Whenever seeds are specified by their common names, use the strains indicated by their botanical names.

B. Water

Obtain the water for grassing from an approved source. Use water free of harmful chemicals, acids,

alkalies, and other substances that may harm plant growth or emit odors. Do not use salt or brackish water.

C. Fertilizer Mixed Grade

Select fertilizer mixed grade such as 10-10-10, 6-12-12, 5-10-15, or other analysis within the following limits:

- Nitrogen 5 to 10 percent
- Phosphorus 10 to 15 percent
- Potassium 10 to 15 percent

If using mixed grade fertilizer for hydroseeding, ensures that it has the following analysis:

- Nitrogen 5 to 19 percent
- Phosphorus 10 to 19 percent
- Potassium 10 to 19 percent

E. Mulch

Use straw or hay mulch according to Subsection 700.3.05.G.

Use wood fiber mulch in hydroseeding according to Subsection 700.3.05.F.1.

700.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

700.3 Construction Requirements

700.3.01 Personnel

General Provisions 101 through 150.

700.3.02 Equipment

Use grassing equipment able to produce the required results.

Never allow the grading (height of cut) to exceed the grassing equipment's operating range.

A. Blower Equipment

When using blower equipment to apply bituminous treated mulch in a single operation, place two or more jets or spray nozzles at or near the end of the discharge spout to eject a uniform coat of mulch.

B. Mulch Material Equipment

Use mulching equipment that uniformly cuts the specified materials into the soil to the required control depth. C. Rollers Use at least 12 in (300 mm) diameter rollers with corrugated or notched surfaces. Do not use smooth surface rollers.

D. Hydro seeding Equipment

For hydro seeding equipment, see Subsection 700.3.05.F.

700.3.03 Preparation

General Provisions 101 through 150.

700.3.04 Fabrication

General Provisions 101 through 150.

700.3.05 Construction

Follow the planting zones, planting dates, types of seed, seed mixtures, and application rates described throughout this Section. The Landscape Architect has the authority to alter the planting dates as set forth by a period of 2 weeks. This 2-week period may be applied to either the beginning of the specified planting and/or to the end of the end of the specified planting season.

In general:

- Obtain the Landscape Architect's approval before changing the seed or sod type.
- Do not use annual rye grass seeds with permanent grassing.
- Follow the planting zones indicated on the Georgia State Planting Zone Map, below.
- Refer to sod planting schedule for installation of sod.

For permanent grassing, apply the combined amounts of all seeds for each time period within each planting zone and roadway location listed in the Seeding Table, below. Do not exceed the amounts of specified seed.

Planting Zone Map



Section 700—Grassing

SEEDING TABLE

PLANT THESE COMBINATIONS ON SHOULDERS, MEDIANS, AND RELATIVELY FLAT AREAS. (SLOPES 3:1 OR FLATTER)		Rye Grass, Millet Cereal Grass (Oats)	Common Bermuda Grass (Hulled)	Common Bermuda Grass (Unhulled)	Tall Fescue	Pensacola Bahia Grass	Weeping Love Grass	Scarified interstate Lespedeza	Unscarified Interstate	REQUIRED PERMANENT GRASSING
PLANTING ZONES	PLANTING DATES									
1	MARCH 1 – MAY 15		10 (11)	10 (11)	50 (56)					COMMON BERMUDA GRASS
1	MAY 16 – AUGUST 31		10 (11)	10 (11)						
1	SEPT 1 – FEBRUARY 28	50 (56)								
2,3,4	APRIL 1 – OCTOBER 31		10 (11)	10 (11)		20 (23)				BERMUDA/ BAHIA
2,3,4	NOV 1 – MARCH 31	50 (56)								

PLANT THESE COMBINATIONS ON BACK SLOPES, FILL SLOPES AND AREAS WHICH WILL NOT BE SUBJECT TO FREQUENT MOWING, SLOPES STEEPER THAN 3:1.										REQUIRED PERMANENT GRASSING
1,2	MARCH 1 – AUGUST 31						10 (11)	50 (56)		INTERSTATE LESPEDEZA
1,2	SEPT 1 – FEBRUARY 28				50 (56)				75 (84)	
3,4	APRIL 1 – OCTOBER 31						10 (11)	50 (56)		INTERSTATE LESPEDEZA
3,4	NOV 1 – MARCH 31	50 (56)								

A. Ground Preparation

Prepare the ground by plowing under any temporary grass areas and preparing the soil as follows:

1. Slopes 3:1 or Flatter

On slopes 3:1 or flatter, plow shoulders and embankment slopes to between 4 in and 6 in (100 mm and 150 mm) deep.

Plow front and back slopes in cuts to no less than 6 in (150 mm) deep. After plowing, thoroughly disk the

area until pulverized to the plowed depth.

2. Slopes Steeper Than 3:1

Serrate slopes steeper than 3:1 according to Plan details when required.

On embankment slopes and cut slopes not requiring serration (sufficient as determined by the Landscape Architect), prepare the ground to develop an adequate seed bed using any of the following methods as directed by the Landscape Architect:

- Plow to a depth whatever depth is practicable.
- Use a spiked chain.
- Walk with a cleated track dozer.
- Scarify.

Disking cut slopes and fill slopes is not required.

3. All Slopes

a. Obstructions

Remove boulders, stumps, large roots, large clods, and other objects that interfere with grassing or may slide into the ditch.

b. Topsoil

Spread topsoil stockpiled during grading evenly over cut and fill slopes after preparing the ground. Push topsoil from the top over serrated slopes. Do not operate equipment on the face of completed serrated cuts.

(Refer to Special Provision for Topsoil)

Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones **1/2 inch** or larger in any dimension and other extraneous materials, including weeds, harmful to plant growth, unless otherwise noted. At competition athletic and planting beds, provide materials free of stones 1/2 inch or larger.

Topsoil Source (Disturbed Areas): Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, weeds, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

Topsoil Source (Undisturbed): Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, weeds, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

Surface soil may be supplemented with imported or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

INORGANIC SOIL AMENDMENTS

Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:

1. Lime (If required as a result of tests made under preceding Part 1): Shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates and shall be ground to such a fineness that 50 percent will pass through a 100-mesh sieve and 90 percent will pass through a 20 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing the 100 mesh sieve.
2. Provide lime in form of dolomitic limestone.

Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.

B. Grassing Adjacent to Existing Lawns

When grassing areas adjacent to residential or commercial lawns, the Landscape Architect may change the plant material to match the type of grass growing on the adjacent lawn. The Contract Unit Price will not be modified for this substitution.

If the Landscape Architect believes bituminous treated mulch would harm other portions of the work, bituminous treated mulch may be substituted with 1,500 lbs/acre (1680 kg/ha) of wood fiber mulch with tackifier.

C. Temporary Grassing

Apply temporary grassing according to Subsection 163.3.05.F. Determine lime requirements by a laboratory soil test.

In March or April of the year following planting and as soon as the weather is suitable, replace all areas of temporary grass with permanent grass by plowing or overseeding using the no-till method. If the no-till method is used, ensure that temporary grass is less than 3 inches in height (this may be achieved by mowing). Additional mulch will be required only if the temporary grass does not provide adequate mulch to meet the requirements of Subsection 700.3.05.G, "Mulching."

Temporary grass, when required, will be paid for according to Section 163.

D. Applying Agricultural Lime and Fertilizer Mixed Grade

Apply and mix lime and fertilizer as follows:

1. Agricultural Lime

Uniformly spread agricultural lime on the ground at the approximate rate determined by the laboratory soil test.

A. Liquid Lime (Flowable Dolomitic Lime) may be applied during the hydroseeding operation at the rate of 2.5 gallons (of Liquid Lime concentrate) per acre (23.75 liters per hectare). This provides the equivalent of 1 ton per acre (2.25 mg per hectare) of agricultural lime. The remainder of lime specified by the soil test is applied as agricultural lime and uniformly spread over the surface of the ground.

B. Agricultural Lime may be used as filler material in mixed grade fertilizer in lieu of inert material. The use of agricultural lime as filler material is to be shown on the fertilizer bag or invoice from the supplier. Do not deduct any amount of fertilizer when lime is used as filler.

2. Fertilizer Mixed Grade

Uniformly spread the fertilizer selected according to Subsection 700.2.D over the ground at approximately 1,200 lbs/acre (1350 kg/ha).

If using a higher analysis fertilizer with hydroseeding, apply it at the same rate per acre (hectare) as the standard fertilizer.

3. Mixing

Before proceeding, uniformly work the lime and fertilizer into the top 4 in (100 mm) of soil using harrows, rotary tillers, or other equipment acceptable to the Landscape Architect.

On cut slopes steeper than 3:1, other than serrated slopes, reduce the mixing depth to the maximum practical depth as determined by the Landscape Architect. Omit mixing on serrated slopes.

E. Seeding

Grass seed to be fresh, clean, dry, new crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances. Following is a list of both common names and botanical names for approved seed types. Whenever seeds are specified by the common names, the strains indicated by their botanical name apply.

Common Name	Botanical Name
Annual Ryegrass	Lolium multiflorum
*Bermuda Grass, Common Hulled and Unhulled	Cynodon dactylon
**Lespedeza Virgata	Lespedeza Ambro Virgata
**Lespedeza Sericea	Lespedeza cuneta, Var. Sericea
**Lespedeza Serala	Lespedeza cuneta, Var. Serala
**Lespedeza Interstate	Lespedeza cuneta, Var. Interstate
**Lespedeza Korean	Lespedeza stipulacea Maxim
Pensacola Bahiagrass	Paspalum notatum, var. Pensacola
Tall Fescue	Festuca arundinacea
Weeping Love Grass	Eragrostis curvula
*Do not use Giant Bermuda Seed (Cynodon species) including NK-37.	
**Requires inoculation.	

Prepare seed and sow as follows:

1. Inoculation of Seed

Inoculate each kind of leguminous seed separately with the appropriate commercial culture according to the manufacturer's instructions for the culture. When hydroseeding, double the inoculation rate. Protect inoculated seed from the sun and plant it the same day it is inoculated.

2. Sowing

Weather permitting, sow seed within 24 hours after preparing the seed bed and applying the fertilizer and lime. Sow seed uniformly at the rates specified in the Seeding Table. Use approved mechanical seed drills, rotary hand seeders, hydraulic equipment, or other equipment to uniformly apply the seed. Do not distribute by hand. To distribute the seeds evenly sow seed types separately, except for similarly sized and weighted seeds. They may be mixed and sown together. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other. Do not use wet seed or seed that is moldy or otherwise damaged. Sow seed at the rate of 5 lb/1000 sq. ft., unless otherwise noted. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

3. Rolling

Roll seeded areas before applying mulch, except on steep slopes where rollers cannot operate satisfactorily. On slopes inaccessible to compaction equipment, cover the seeds by dragging spiked chains over them or by using other methods. Do not sow during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet, or otherwise non-tillable.

4. Overseeding

Temporary grass areas that were prepared in accordance with Subsection 700.3.05.A, may be

overseeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing temporary grass without plowing or tilling soil and in accordance with Subsection 700.3.05.C.

F. Hydroseeding

Hydroseeding may be used on any grassing area. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed together. Apply hydroseeding as follows:

1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch at approximately 500 lbs/acre (560 kg/ha).
2. Prepare the ground for hydroseeding as for conventional seeding in Subsection 700.3.05.A.
3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.
4. Agitate the slurry mixture during application.
5. Discharge slurry within one hour after being combined in the hydroseeder. Do not hydroseed when winds prevent an even application.
6. Closely follow the equipment manufacturer's directions unless the Landscape Architect modifies the application methods.
7. Mulch the entire hydroseeded area according to Subsection 700.3.05.F.1, above, and Subsection 700.3.05.G, below.

G. Mulching

Except as noted in Subsection 700.3.05.B and Subsection 700.3.05.C, apply mulch immediately after seeding areas as follows:

Areas with permanent grass seed and covered with slope mats or blankets will not require mulch. Evenly apply straw or hay mulch between 3/4 in and 1-1/2 in (20 mm and 40 mm) deep, according to the texture and moisture content of the mulch material.

Mulch shall allow sunlight to penetrate and air to circulate as well as shade the ground, reduce erosion, and conserve soil moisture. If the type of mulch is not specified on the Plans or in the Proposal, use any of the following as specified.

1. Mulch with Binder

Apply mulch with binder regardless of whether using ground or hydroseeding equipment for seeding.

- a. Mulch uniformly applied manually or with special blower equipment designed for the purpose. When

using a blower, thoroughly loosen baled material before feeding it into the machine so that it is uniformly coated with binder and broken up.

b. After distributing the mulch initially, redistribute it to bare or inadequately covered areas in clumps dense enough to prevent new grass from emerging.

Do not apply mulch on windy days.

c. Apply enough binder to the mulch to hold it in place. Immediately replace mulch that blows away. When using a power blower to distribute the mulch, spray the binder onto the mulch as the mulch is ejected from the machine. If distributing the mulch by hand, immediately apply the binder uniformly over the mulched areas.

Use one of the following binders:

- Emulsified asphalt, SS-1h or SS-1 (Section 822) : The public, adjacent property, bridges, pavements, curbs, sidewalks, and other existing structures shall be protected from discoloration by the asphalt. Correct discoloration damage at no expense to the Department.
- Tackifier: Use a tackifier listed in the Laboratory Qualified Products Manual may be used at the manufacturer's recommended rates.

2. Walked-in-Mulch

Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 and treat as follows:

a. Immediately walk it into the soil with a cleated track dozer. Make dozer passes vertically up and down the slope.

b. Where walked-in-mulch is used, do not roll or cover the seeds as specified in Subsection 700.3.05.E.3.

H. Sod

Furnish and install sod in all areas shown on the Plans or designated by the Landscape Architect.

1. Kinds of Sod

The Contractor shall provide Zeon Zoysia or Meyer Zoysia Sod for the sod areas shown in construction documents.

Sod shall be nursery-grown and be accompanied with a Georgia Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.

2. Type And Size Of Sod:

Furnish either big roll or block sod. Ensure that big roll sod is a minimum of 21 inches wide by 52 feet long. Minimum dimensions for block sod are 12 inches wide by 60" inches long. Ensure all sod consists of a uniform soil thickness of not less than 1 inch.

3. Ground Preparation

Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A to allow placing of sod. Spread soil, meeting the requirements of Subsection 893.2.01, on prepared area to a depth of 4 inches.

4. Application Of Lime And Fertilizer

Apply lime and fertilizer according to turf supplier recommendations and the Subsection 700.3.05.D within 24 hours prior to installing sod.

5 Weather Limitations

Do not place sod on frozen ground or where snow may hinder establishment. 6. Install Sod Install Sod as follows:

- Place sod by hand or by mechanical means so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
- Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
- Use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in (25 mm) wide.
- Drive the stakes flush with the top of the sod. Use a minimum of 8 stakes per square yard (meter) to hold sod in place.
- Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.
- Use caution to prevent tearing or displacement of sod during this process. Leave the finished surface of sodded areas smooth and uniform.

7. Watering Sod

After the sod has been placed and rolled or tamped, water it to promote satisfactory growth. Refer to turf farm recommendations for frequency and method of watering. Additional watering will be needed in the absence of rainfall and during the hot dry summer months. Water may be applied by Hydro Seeder, Water Truck or by other means approved by the Landscape Architect.

8. Dormant Sod

Dormant Zoysia grass sod can be installed. However, the Contractor assume responsibility for all sod through establishment and until Final acceptance.

9. Establishment

The Final Inspection of the sod will be by the Landscape Architect at the end of the first spring that follows the sod installation. Final Acceptance will not be provided until the Contractor has replaced any sod that is not health and fully established. Any cost for replacing any unacceptable sod will be at the Contractor's expense.

I. Application of Nitrogen

Apply nitrogen per the turf farm recommendations (typically 50 lbs/acre+-) (56 kg/ha) when specified by the Landscape Architect after plants have grown to 2 in (50 mm) high.

One application is mandatory and must be applied before Final Acceptance.

Apply nitrogen with mechanical hand spreaders or other approved spreaders capable of uniformly covering the grassed areas. Do not apply nitrogen on windy days or when the foliage is damp.

Refer to the turf farms recommendations for application times for turf type used. Typically do not apply nitrogen between October 15 and March 15 except in Zone 4. In planting zones 3 and 4 apply an additional application of nitrogen.

J. Application of Polyacrylamide (PAM)

1. Prepare soil according to project Plans and Specifications prior to applying PAM.
2. Apply PAM according to manufacturer's recommendations and the requirements listed herein.
3. Apply Polyacrylamide (PAM) to all areas that receive permanent grassing.
4. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
5. Use only anionic PAM.
6. Ensure that the application method provides uniform coverage to the target and avoids drift to non-target areas including waters of the state.
7. Achieve > 80% reduction in soil loss as measured by a rainfall simulator test performed by a certified laboratory (1 hour storm duration, 3 inches (75 mm) rainfall per hour).
8. Ensure uniform coverage to the target area and minimize drift to non-target areas. Apply anionic PAM to all cut and fill slopes, permanently grassed or temporarily grassed, either prior to grassing or in conjunction with hydroseeding operations. Mulch will not be eliminated.
9. Use application rates in accordance with manufacturer's instructions.
10. Do not exceed 200 lbs/acre/year (224 kg/ha/year).

700.3.06 Quality Acceptance

The Landscape Architect may require replanting of an area that shows unsatisfactory growth for any reason at any time.

Except as otherwise specified or permitted by the Landscape Architect, prepare replanting areas according to the Specifications as if they were the initial planting areas. Use a soil test or the Landscape Architect guidance to determine the fertilizer type and application rate, then furnish and apply the

fertilizer.

700.3.07 Contractor Warranty and Maintenance

Begin maintenance immediately after each area is planted and continue until Final Acceptable of lawn area is established, but for not less than the following periods:

1. Seeded and Sod Areas: Maintenance remains the responsibility of the Contractor until Final Acceptance of project.

A. Plant Establishment before Final Acceptance, provide plant establishment of the specified vegetation as follows:

1. Plant Establishment

Preserve, protect, water, reseed or replant, and perform other work as necessary to keep the grassed areas in satisfactory condition. If lawns do not show a healthy, uniform stand of grass, those areas shall be re-seeded or re-sod as soon as conditions permit, but during the appropriate season.

Owner's Responsibility: If an area of seeding or sodding during the warranty and replacement period is found to be damaged or destroyed due to vandalism, malicious mischief, vehicle ruts and tracks, or acts of God such as flooding, storm debris, then the Owner shall have the responsibility of replacing those lawn areas without cost or responsibility to the Contractor.

2. Watering

Water the areas during this period to promote maximum growth. The contractor is advised that manual irrigation is to be used as a supplement to rainfall. The contractor is responsible for carefully observing the water requirements for all landscape areas and maintaining healthy, vigorous plant material/ grass areas by manually watering.

- Apply water in a manner to prevent erosion. Water all turfgrass at the time of planting. Water after applying and as necessary to maintain enough moisture to promote plant growth.
- Apply enough water to wet the soil to a depth slightly below the roots.

3. Mowing

The Contractor is required to mow lawn areas after they have been established at least once a week until Final Acceptance of project. Avoid damaging desirable vegetation.

- Adjust mowing schedule as necessary in order to achieve proper mowing methods.
- Mowing height shall be adjusted during growing season. .
- Remove no more than one-third (1/3) of the total leaf blade during any one mowing.

- Prevent grass clippings from entering adjacent planting beds or roadway.
- Blow grass clippings off all sidewalks immediately followings each mowing. **DO NOT** blow grass clippings into roadway or planting beds. Remove off-site all clippings if necessary.
- Edge turfgrass along all sidewalks and curbs every other mowing during growing season.
- In addition, mow as necessary to prevent tall grass from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists.

4. Edging

Maintain shapes and configurations of plant beds as installed until Final Acceptance.

5. Foreign Matter

Remove all extraneous leaves, weeds, trash, limbs, and debris from plant beds as necessary to constantly maintain a completely clean appearance. This shall occur at each maintenance visit.

6. Soil Samples

Obtain soil samples from all areas of the site for analysis. Follow by fertilizing and liming recommendations from testing laboratory.

7. Weed Control

Use chemical and mechanical means to prevent weeds and/or undesirable grasses from encroaching in mulched areas. Maintain a valid, Georgia pesticide applicator and operator's license and use chemicals in strict accordance with federal, state, and county directives on environmental control. Chemicals must have an EPA approval number.

B. Additional Fertilizer Mixed Grade

Apply fertilizer at the rate required by the seed or sod use. Typically, use approximately 600 lbs/acre (675 kg/ha) each spring after initial plant establishment. Continue annual applications until Final Acceptance. This additional fertilizer will be measured and paid for at the Contract Unit Price for fertilizer mixed grade.

C. Growth and Coverage

Provide satisfactory growth and coverage, ensuring that vegetation growth is satisfactory with no bare spots larger than 1 ft² (0.1 m²). Bare spots shall comprise no more than 1 percent of any given area. An

exception is given for seed not expected to have germinated and shown growth at that time.

D. Permissible Modifications

When all Items of the work are ready for Final Acceptance except for newly planted repaired areas or other areas with insufficient grass, the Contractor may fill the eroded areas or treat bare areas with sod obtained, placed, and handled according to Subsection 700.3.05.H.

Carefully maintain the line and grade established for shoulders, front slopes, medians, and other critical areas.

Sod as described above will be paid for separately.

700.4 Measurement

A. Permanent Grassing

Permanent Grassing will be measured for payment by the acre (hectare).

B. Mulches

Straw or hay mulch applied to permanent grassing areas will be measured by the ton (megagram). Wood fiber mulch furnished by the Contractor for permanent grassing is not measured for separate payment.

C. Quantity of Sod

Sod is measured for payment by the number of square yards (meters), surface measure, completed and accepted.

D. Water

Water furnished and applied to promote a satisfactory growth is not measured for payment.

E. Quantity of Lime and Fertilizer Mixed Grade

Lime and fertilizer are measured by the ton (megagram). Lime used as filler in fertilizer is measured by the ton (megagram). Liquid lime is measured by the gallon (liter).

F. Quantity of Nitrogen Used for Permanent Grassing

Nitrogen is measured in pounds (kilograms) based on the weight of fertilizer used and its nitrogen content.

G. Replanting and Plant Establishments

No measurement for payment is made for any materials or work required under Subsection 700.3.06 and Subsection 700.3.07.

H. Temporary Grass

Temporary grass is measured for payment by the acre (hectare) of seed according to Section 163.

700.4.01 Limits

General Provisions 101 through 150.

700.5 Cleanup and Protection.

700.7 Payment

As grassing and planting progress, the Contractor will receive full measurement and payment on regular monthly estimates provided the work complies with the Specifications.

A. Permanent Grassing

Permanent grassing will be paid for at the Contract Price per acre (hectare), complete and in place. Payment is full compensation for preparing the ground, seeding, wood fiber mulch, polyacrylamide, and providing plant establishment and other incidentals.

B. Straw or Hay Mulch

Straw or hay mulch required for Permanent Grassing will be paid for according to Section 163.

C. Fertilizer Mixed Grade

Fertilizer mixed grade will be paid for at the Contract Price per ton (megagram). Payment is full compensation for furnishing and applying the material.

D. Lime

Lime will be paid for at the Contract Price per ton (megagram). Lime used as a filler in fertilizer will be paid for per ton (megagram). Liquid lime will be paid for per gallon (liter). Payment is full compensation for furnishing and applying the material.

E. Nitrogen

Nitrogen will be paid for at the Contract Price per pound (kilogram) of nitrogen content. Payment is full compensation for furnishing and applying the material.

F. Sod

Sod will be paid by the square yard (meter) in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of topsoil, furnishing and installing live sod, and for Plant Establishment.

1. 70% of the Contract Price per square yard will be paid at the satisfactory completion of the installation.
2. 20% of the Contract Price will be paid upon satisfactory review of sod which is healthy, weed free and viable at the inspection made **at the end of the first spring growing season after installation.**
3. 10% of the contract price will be paid upon satisfactory review of sod that is healthy, weed free and viable at the **Final Acceptance.** Final Acceptance of the sod areas will be at the end of the first spring growing season and after the Contractor has satisfactorily replaced and repaired any damaged or dead sod areas.

G. Temporary Grass

Temporary Grass will be paid for under Section 163.

Payment will be made under:

Item No. 700	Permanent grassing	Per acre (hectare)
Item No. 700	Agricultural lime	Per ton (megagram)
Item No. 700	Liquid Lime	Per gallon (liter)
Item No. 700	Fertilizer mixed grade	Per ton (megagram)
Item No. 700	Fertilizer nitrogen content	Per pound (kilogram)
Item No. 700	Sod	Per square yard (meter)

END OF SECTION

SPECIAL PROVISION 702 – VINE, SHRUB, AND TREE PLANTING

Delete GDOT Section 702 and substitute the following:

702.1 General Description

A. This Work includes furnishing and installation of planting vines, shrubs, trees and plants, as well as landscaping areas according to the Specifications, Plans, and the Landscape Architect. The Contractor shall successfully dig and transplant plants, storing them (on or off-site) where they will reestablish and thrive on this project.

B. Contracts: Landscape Work to a single firm specializing in landscape installation acceptable to Landscape Architect.

C. With the bid date, the Contractor shall furnish three (3) letters of reference from Owner or Owner's representatives for projects completed in the past 5 years of similar scope and dollar value. Each letter must include:

1. Name of project
2. Location of the project
3. Owner/Owner's representative and contact information
4. Dollar value of project

D. All plants shall conform to or surpass minimum quality standards as defined by the American Association of Nurserymen; current edition of American Standards for Nursery Stock published by American Association of Nurseryman, Inc. and in addition shall conform to sizes and descriptions in the plant list. All work to be performed by a firm specializing in Landscaping.

E. Approval and Selection of Materials- The City of Sandy Springs reserves the right to have the Project Landscape Architect hand selects all trees included in the Project. This process shall be coordinated with the selected landscape subcontractor and include the Project Landscape Architect and representative of the City. The landscape subcontractor shall provide trees from local tree farms and provide digital photographs of plant material for review with bid. Pending selection of the Contractor and the trees will be hand selected and tagged with Project Landscape Architect's lock seals. This process ensures quality trees are installed and minimizes rejected plant material after selection. For the plant list, the Contractor shall refer to the landscape details and the plant schedule located in the construction documents. The Contractor shall provide grower information with his proposed bid.

- a. Include grower name, contact person, current address and phone number
- b. Photos of each tree proposed
 - i. Entire tree with size pole
 - ii. Close up of trunk flare
 - iii. Each photo watermarked with grower name
- c. Representative photo (each photo watermarked with grower name) of a tree root system (with soil freshly removed) for each variety and size proposed
- d. Signed statement from grower describing and certifying:
 - i. Root pruning and root enhancement history

- ii. That all root systems have been field grown in heavy clay soil, irrigated with drip irrigation, and have been transplanted and 100% mechanically root pruned with a vibrating blade during the first three years of the trees' life
 - iii. All trees will have been grown in no container larger than one gallon
 - iv. All trees are grown from rooted cuttings. No trees have been grafted or budded.
 - v. Trunk flares are visible above ground for all trees
- e. Canopy Development
 - i. Strong Central Leader to the top of the canopy. The tip of the leader on the main trunk must be intact and its terminal bud must be the highest part of the tree.
 - ii. No branch shall have a diameter greater than 2/3 the trunk diameter measured directly above the branch crotch. The tree crown must be structurally uniform. Branches shall be evenly distributed around the trunk. The crown shall be full of foliage which is evenly distributed around the tree.
- f. If acceptable, the Landscape Architect will tentatively accept (subject to tagging) growers for the trees from the list above. The Landscape Contractor must have written conditional acceptance from Landscape Architect for the grower of each tree on this tree list, otherwise, the trees will not be accepted.
- g. Landscape Architect will select and tag 100% of plant materials from acceptable nursery/growers within 30 days after date contract is awarded to General Contractor. The Contractor will be responsible for all expenses related to tagging trips to growers including usual fees charged by Landscape Architect. The Contractor shall arrange for and provide transportation for the Landscape Architect. Contractor shall provide the Landscape Architect a minimum of **TWO WEEKS** advance notice of any proposed tagging trip. Contractor shall limit tagging trips to no more than two at a maximum of one day each. All tagging trips will be completed within 45 days after date contract is awarded to the general contractor.

F. Root Pruning and Enhancement Process for Proposed Trees

The following information is a typical root enhancement and growing process that shall be employed with all trees that are provided.

Year One

1. Propagate in 2 1/2" cup
2. After rooting, inspect root systems and discard plants with insufficient roots
3. Hand prune all circling or potentially circling roots on remaining plants and plant into 4" peat pots
4. Ensure proper primary root depth

Year Two

1. Examine root system and hand prune circling or potential circling roots
2. Cull trees with inadequate root system
3. Hand plant into field at approx. 1-2' liner spacing
4. Ensure proper primary root depth

Year Three

1. Undercut 100% of root system for transplanting with vibrating blade
2. Examine roots and cull or further hand root prune trees with insufficient or circling roots
3. Transplant to wider liner spacing (approx. 3-4' on center)

Year Four

1. Undercut 100% of root system for transplanting with vibrating blade
2. Examine roots and cull or further hand root prune trees with insufficient or circling roots
3. Transplant to field spacing (approx. 5-7' on center)

Years Five, Six, Seven, Eight, Nine & Ten

1. Grow trees on field spacing and harvest trees based on size demands
2. During these growing years, trees that are not vigorous are culled. Trees that have the potential to be crowded are transplanted to wider spacing. Trees with primary roots that are not at proper depth are culled or adjusted. Trees that are not growing firmly in the ground are culled. Trees with visible problem roots are hand root pruned or culled.
3. If there are special requirements to undersize root balls, we prefer to root prune or transplant once or twice depending on specifications and schedule. The final root pruning be completed approximately one year prior to final harvest.

702.2 Submittals to the Landscape Architect

A. Certificates of Inspection

Submit certificates of inspection with the invoice for each shipment of plants as required by law for transportation. File certificates with the Landscape Architect before the material is accepted. Plants may be rejected at the site regardless of Federal or State government inspections at the place of growth.

B. Orders for Plant material: The Contractor shall Submit confirmed orders for trees approved by Landscape Architect from above list and any approved alternate trees to Landscape Architect within 60 days from date contract is awarded to General Contractor. Contractor is responsible for payment of deposits required by growers. If the Landscape Architect does not receive all copies of all confirmed orders by 75 days from date contract is awarded, General Contractor will be charged ½ of 1% of the total contract per day beginning on the 61st day.

C. Plant Schedule/Grower Information: Landscape Contractor to submit a breakdown sheet for the tree list indicated in the construction documents with the following grower information with their bid. Any bid submitted without this Grower Information shall be considered incomplete. Bidders shall verify quantities listed below by his own take-off from the drawings and notify the Landscape Architect of discrepancies before submitting bid.

Quantity	Botanical Name	Common Name	Grower

D. Approval and selection of materials and work: The selection of all materials and the execution of all operations required under the Drawings and Specifications are subject to the approval of the owner and Landscape Architect. They have the right to reject any and all materials and any and all Work, which in their opinion does not meet the requirements of the Contract Documents at any stage of the operations. Remove rejected Work and or materials from the Project Site and replace promptly at no additional cost to the owner.

702.3 Related References

A. Standard Specifications

- Section 108—Prosecution and Progress Special Provisions 700—Grassing Section 882—Lime

Section 891—Fertilizers
Section 893—Miscellaneous Planting Materials

B. Referenced Documents
Standardized Plant Names

702.4 Related Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Water	700.2.B
Agricultural Lime	882.2.01
Fertilizers	891.2.01
Plant Topsoil	893.2.01
Landscape Mulch	893.2.02
Vines, Shrubs, Trees, and Miscellaneous Plants	893.2.03
Tree Paint	893.2.06
Prepared Plant Topsoil	893.2.07
Stakes	893.2.08
Organic Soil Additives	893.2.09

A. Plant Specifications

Furnish plants according to the plant name and Specifications included on the Plans titled, "Plant Specifications."

1. Plant Names

Ensure that the botanical and common names of plants specified conform with the most current edition of Standardized Plant Names, as adopted by the American Joint Committee on Horticultural Nomenclature.

2. Grades

Ensure that plants meet the grade requirements of the most current American Standard for Nursery Stock of the American Association of Nurserymen and any other requirements. Caliper used for establishing plant grades or trunk sizes is measured according to the American Standard for Nursery Stock. Plant trees with straight stems and symmetrical branches according to their natural growth. Trees with broken or damaged terminal or main stems, and not symmetrical grown and pruned will be rejected.

3. Execution:

The Contractor shall furnish field-grown trees complying with ANSI Z60.1, with healthy root systems developed by root pruning and transplanting. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement. The Contractor must furnish trees with the following characteristics:

702.5 Transportation, Storage, and Handling

A. Tree transportation: The Contractor shall be responsible not only for the safe transportation of the plants to the site but also their condition upon arrival. Trees with abrasions of the bark, sunscalds, fresh cuts, or breaks of limbs that have not completely callused will be rejected. The Contractor at no additional cost will replace trees that have been damaged during transit. All plant unit costs will reflect all listed in these specifications.

B. Protection after Delivery:

Cover the balls of "B & B" plants, which cannot be planted immediately on delivery with moist soil, mulch, or other protection from drying winds and sun. Plant bare-rooted plants or heeled-in immediately upon delivery. Water plants as necessary until planted.

Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain tree root systems in a moist condition.
4. Use extreme caution when handling trees. Use a strap cradle (adequate for weight and size of tree) attached to root ball to unload & move trees. Strapping and wire basket can break or loosen. Never move, lift, or handle by attaching to or by putting pressure on the trunk. Trees with broken root balls, damaged trunks will be refused by the Landscape Architect . The Contractor will be required to replace all damaged trees.
5. Prep for Staging: Staging systems should be prepared in advance to adequately hold trees above ground for optimum tree health prior to planting. Many times, even with the best planning & coordination, trees cannot be planted when they are delivered.
6. Caution: Use extreme caution when handling trees. Use a strap or chain cradle (adequate for weight and size of tree and root ball) attached to the root ball to unload & move trees. Strapping & wire baskets can break or loosen. Never move, lift, or handle by attaching to or by putting pressure on the trunk. Be very careful not to damage or scar trunks & branches.
7. Unloading: Prior to unloading, proper moisture should be maintained in root balls. Trucks should be staged in the shade prior to unloading. The Contractor shall have the proper equipment to unload the trees and plant material.
8. Stand-up: Immediately after unloading (no more than one hour after unloading), stand the trees up. This will reduce the risk of sun scald. Properly staged trees are standing, untied, & spaced.
9. Trunk Protectors: Remove the cardboard trunk protector within 48 hours of trees being stood upright to

reduce the risk of later damage to bark and trunk.

10. Moisture: Monitor moisture in the root ball by probing with a soil probe & manage supplemental irrigation accordingly. Be careful not to over or under irrigate.

11. Cold: During cold weather periods, root balls must be protected from freezing temperatures.

12. Pruning: Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.

C. Bare-Rooted Plants

Tie bare-rooted plants in bundles and place moist sphagnum moss, shingletoe, or other moisture-retaining material around the roots to keep the plants moist for up to 10 days. Over-wrap the bundle with a heavy weight, waterproof, flexible material, covering the roots and one-half of the tops. Keep the plants wrapped until they are planted or heeled-in.

Wrapped plants may be held in the package for up to 10 days from shipment if protected from the sun and wind. If unable to plant plants within 10 days from shipment, unwrap, spread the roots, heel-in using moist soil, and water well.

Protect roots of plants that have been heeled-in from drying out. Cover soil and roots with wet canvas, burlap, or straw while transporting and distributing them for planting. The type of protection depends on weather conditions and the length of time the plants remain unplanted. Use protection methods satisfactory to the Landscape Architect.

D. Balled and Burlapped Plants (B&B)

Ensure that the soil in the ball is the original and undisturbed soil in which the plant has grown.

1. Dig, burlap, transport, and handle the plant carefully to avoid loosening the soil (stripping or exposing the roots). Burlap shall be a natural biodegradable material. Do not use synthetic burlap.
2. Replace plants rejected because of broken or loose balls, or balls of less diameter than that specified.
3. Adequately protect the roots of balled and burlapped plants, unless they are planted immediately after they are delivered. Completely cover them with damp soil, sawdust, or other moist material until removing them for planting.
4. Keep plants moist while awaiting planting.
 - a. Do not saturate the ball, causing it to pull off in handling.
 - b. Handle B&B plants by the ball and not by the top growth.

- c. Never leave the balls of plants unprotected overnight.

E. Container-Grown Plants

Keep container-grown plants moist until planted. Handle them by the container or soil ball and not by the top growth.

F. Collected Plants

Do not collect plants more than 24 hours before planting.

1. Select plants with good shape and form. Do not select poorly shaped, weak plants taken from dense shade and crowded conditions.
2. Dig collected plants with a wide root system equal to at least the spread of the top of the plant.
3. Protect the roots with a moist packing material.
4. Load them onto a covered truck, protected from the sun and wind and transfer them directly to the final planting site.
5. Prune collected plants by removing from one-third to one-half of the side branches as directed by the Landscape Architect.

G. Heeled-in Plants

Properly maintain heeled-in plants until they are planted. Do not allow plants to remain heeled-in over the summer or for over 30 days without the Landscape Architect's consent.

702.6 Construction Installation Requirements

702.6.01 Personnel

General Provisions 101 through 150

702.6.02 Equipment

General Provisions 101 through 150

702.6.03 Preparation

A. Inspecting Plants before Installation;

The Contractor shall notify the Landscape Architect of plant shipments three days in advance. The Landscape Architect will inspect trees or plants from the bidder's source for acceptability. Should the Landscape Architect reject the trees or plants, the Landscape Architect reserves the right to pursue and examine other sources of plants to find acceptable specimens. This change will not constitute an increase

in cost to the City of Sandy Springs.

B. Clear and Grub

Clear and grub before planting or beginning to prepare the plant bed. See Section 201

C. Prepare Plant Bed

Prepare for planting as follows:

1. Planting Limits;

a. The Contractor shall notify the Landscape Architect of when planting of shrubs and trees are to occur. The landscape beds, including ground cover, shrub and tree planting all need to be flagged and approved by the Landscape Architect prior to installation. The Contractor shall stake planting according to Landscape Planting Plans and Details and the Landscape Architect guidance. The Contractor must have the Landscape Architect approve of the planting beds and plants layout prior to planting.

2. The Contractor shall apply soil additives.

a. The Contractor shall apply fertilizer approximately 3 lbs/100 ft² (1.5 kg/10 m²) of bed surface. Fertilizer for plant bed may be 6-12-12 if 4-12-12 is not available.

b. Apply agricultural lime for plant bed approximately 5 lbs/100 ft² (2.5 kg/10 m²) of bed surface.

c. Spread an organic soil additive, (See Subsection 893.2.09), evenly throughout the designated area to **at least 2 in** (50 mm) deep. Thoroughly dig it into the soil to at least 6 in (150 mm) deep using a rotary hoe type tiller or other equipment that evenly mixes the soil, lime, fertilizer, and organic soil additive.

d. Till the area until the surface is smooth and free of weeds, roots, rocks, and other debris, to the satisfaction of the Landscape Architect.

702.6.04 Fabrication

General Provisions 101 through 150

702.6.05 Construction

A. Seasonal Limitations for Planting

For landscape planting for this project which is located in Zones 1 and 2, the seasonal limitations are between October 15 and March 15. (For geographic seasonal limitations, refer to the Planting Zones Map found in Subsection 700.3.05).

B. Planting Operations

Plant using either the pit method or the dibble method as called for on the Plant Specification sheet. Before beginning planting of each area, have available the necessary materials including prepared plant

topsoil (see Subsection 893.2.07), water, stakes, and mulch.

When seasonal limitations and weather conditions permit, continuously water, mulch, guy, and stake, until completing the last operation. After completing planting, provide a method for retaining water adjacent to the plant according to the details shown on the Plans or as directed by the Landscape Architect.

1. Planting By the Pit Method.

a. Placing Plants

Plant rooted plants delivered to the pit area. Protect roots from drying out until placing them in the pit.

- Center plants in pits and spread roots as they originally grew.
- Cover and prepare the topsoil according to details shown on the Plans.

b. Placing Balled and Burlapped Plants

Immediately plant these plants after they are delivered to the pit site. Never allow the balls to remain unprotected overnight.

- The pit diameter shall be a minimum of 3 times the diameter of the root ball. Center the ball in the prepared pit, leaving the top of the ball 1 in (25 mm) above the top of the ground for settlement.
 - Cut away and remove the top 1/3 of burlap from the root ball. Cut all ropes and twine, pull the nails, and drop the remaining burlap to the bottom of the hole. Cut away and remove any wire from the top 1/3 of the root ball.
 - Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly.
- i. Preparation: Before planting, remove any plastic wrap & any circling roots from the root ball. Handle tree only by root ball & be certain your equipment, including strap & chain cradles, are rated for the weight you are lifting.
 - ii. Hole Width: Excavate planting hole at least two times the diameter of root ball. Root ball must be set on compacted foundation that cannot settle when saturated.
 - iii. Hole Depth: Excavate hole no deeper than 2" shallower than the root ball depth.
 - iv. Equipment: Whenever possible a telehandler with side-tilt carriage forks (brands such as LULL or JLG) machine rated to handle weights of root balls and trees should be used to set root balls in planting pits. Forks should always be carefully positioned above root ball to lift root ball by strapping on top of the root ball with four pick-up points for even weight distribution. Prior to setting root ball in planting pit, forks should be adjusted so that tree is plumb. Place root ball at a level where the trunk flare will be 2" above surrounding finished grade after settling.

- v. Straight and Plumb: Maintain the tree with forks in a straight & plumb position while backfilling and watering.
- vi. Backfill/Water: Backfill and tamp in 6" lifts until ½ complete. Saturate the planting hole with water.
- vii. Backfill/Water: After ½ backfill, watering, & the tree is plumb, then add backfill to just below

the top horizontal ring of the wire basket, completely saturate planting hole. Adjust root ball (if necessary) by adjusting forks to make tree straight & plumb and at proper depth. Do not remove forks until tree is straight and plumb, backfill is settled, and root ball is stable.

- viii. Remove Forks: After above items have been completed and tree is straight and plumb with root ball stable and at proper depth, gently remove forks and also remove:
 - The synthetic strap,
 - Any cardboard packaging,
 - The top portion of the wire basket down to & including the first horizontal ring,
 - The burlap from the top portion of the root ball.
- ix. Backfill/Water: Complete the backfill & thoroughly saturate with water, repeat this step if necessary to make absolutely certain that air pockets do not exist in the backfill.
- x. When Soil on Top of Root Ball is Distorted or Not Perpendicular to Tree Trunk: Even root balls with excellent root systems grown and harvested at proper depth can sometimes become distorted during shipping and handling.
 - Actions to take if soil on top of root ball has become distorted:
 - i. Very gently tamp the area of bulging or distorted soil as much as possible so that soil is perpendicular to trunk.
 - ii. If soil is still bulging or distorted, very gently (with a sharp shovel or spade) cut and remove remaining bulge.
 - Root ball distortion can be minimized by:
 - i. Providing as much advance notice as possible so that select trees will be able to best manage soil moisture during harvest, loading, and shipping.
 - ii. Coordinating scheduling so that trees will not be shipped during significant rain.
 - iii. Following the previous handling planting and care instructions.

When a tree is handled, moved, adjusted, straightened, etc. more than the minimum steps covered in these instructions, the possibility of root ball distortion and other damage increases. Root balls that are moved when extremely wet are the most likely to become distorted or damaged.
- xi. Staking: Immediately after backfill has settled & the tree is straight & plumb, stake tree to provide stability until root system is thoroughly established in the backfill. Check staking as needed to make sure trunk damage does not occur. Check to confirm that tree and root ball are stable before removing staking.

- xii. Mulch: Mulch the area over the root ball to a depth no deeper than 2". Keep all mulch away from the trunk flare.
- xiii. Straightening: If for any reason trees need straightening, trees can be straightened by carefully digging out all backfill around the root ball, attaching seat belt strap to the wire basket and lifting. Never pull, push, or put pressure on the trunk. If tree roots are significantly established in the backfill, it is best for the health of the trees to wait until dormancy to straighten trees, since roots outside the original root ball will be cut.

c. Placing Container-Grown Plants

When the container is delivered to the pit site, split the container from top to bottom and carefully remove the plant. The pit diameter shall be a minimum of 3 times the diameter of the root ball. Spread into the hole any major roots growing around the container or prune them to remove any circular growth.

Place the ball in the center of the prepared pit, leaving the top of the ball 1 in (25 mm) above the top of the ground for settlement. Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly.

d. Completing Pit Plantings

After placing pit plantings, water plants thoroughly the same day regardless of weather or soil moisture conditions.

- After the water has soaked in, add prepared plant topsoil and compact firmly up to 2 in (50mm) below the adjacent ground.
- Stop compacting when the compacted prepared topsoil is 2 in (50 mm) below the adjacent ground.
- Fill the remainder of each pit with loose, prepared plant topsoil according to the details shown on the Plans.
- Prepare the loose topsoil to retain water adjacent to the plant according to the Plans or as directed by the Landscape Architect.

2. Planting By the Dibble Method

If the Plans require the dibble method, perform the Work as outlined. Standard dibble blades are made in 10 in (250 mm) and 12 in (300 mm) heights. Use the 12 in (300 mm) blade on all plants except those with a root system of 8 in (200 mm) or less. Locate plants as shown on the Plans or as approved by the Landscape Architect. Only plant when there is adequate moisture in the ground and when the ground is not frozen.

Follow these steps when grass or other vegetation is present:

- a. Mow an area at least 2 ft (600 mm) on all sides of the proposed location of the individual dibbled plants to a height of 1 in (25 mm).
- b. Apply landscape mulch of the specified type and amount to the mowed area before planting.
- c. Dibble the seedling into the soil.
- d. Dibble the plant within 48 hours after mowing.
- e. Complete each planting according to the Plan details to retain water adjacent to the plant.

C. Landscape Mulching

1. For Pit Plantings

Follow these requirements when mulching for pit plantings:

a. Where the distance between plants is 8 ft (2.4 m) or less, spread mulch throughout according to the construction documents or a minimum of 24" beyond the outermost plants. Where plants are more than 10' ft apart, apply mulch in a circular fashion around each plant, forming a ring 5 ft (1.5 m) in the outside diameter. If plant pits are greater than 5 ft (1.5 m) in diameter, ensure that the mulch extends out to cover the berm as shown in the planting details on the Plans.

b. Apply mulch within 2 days of planting at least 4 in (100 mm) in depth to obtain a compacted depth of at least 3 in (75 mm).

Compaction occurs naturally. Check compaction at least two months after spreading and exposing the mulch to the elements. If the compacted depth is less than 3 in (75 mm), apply additional mulch to deficient areas within 1 month following notification.

c. Apply mulch to a uniform depth and remove lumps for a neat appearance. Tuck mulch neatly against all paving edges, drainage structures, and where planting beds meet grassed areas.

d. Leave a 1 in (25 mm) to 2 in (50 mm) ring of non-mulched area directly around all tree trunks.

e. Do not mulch with Cypress Mulch.

2. For Plantings by the Dibble Method

Apply landscape mulch according to Subsection 702.3.05.C.1 with the following exceptions:

a. Apply mulch before planting.

b. Ensure that the minimum compacted height after 2 months exposure is a minimum of 2 inches depth.

D. Wrapping

Do not wrap the trunks of trees unless specified in the plans. When wrapping is specified, tightly wrap the trunks of deciduous trees over 1.25 in (32 mm) in caliper. Wrap in strip burlap or waterproof crepe tree wrapping paper or other approved materials.

1. Begin wrapping at the ground and extend spirally up and beyond the first rosette of branches with an overlap of one half the width of the wrapping material.
2. Tie the wrapping material securely with binder twine spaced every 12 in (300 mm) for the full length of the wrapping. Wrap immediately after planting.

E. Staking and Guying

1. Perimeter Staking

Place perimeter stakes 2 in x 2 in x 36 in (50 mm x 50 mm x 900 mm). Stake the perimeter of indicated regenerated areas within specified planting dates according to the Plans or as directed by the Landscape Architect.

2. Vine, Shrub, and Miscellaneous Plant Staking

Use stakes to identify isolated vines, shrubs, and miscellaneous plants outside of solid mulched beds according to Plan details.

3. Tree Staking and Guying

Stake trees with an identification stake and guy according to the details and dimensions shown on the Plans. Each guy wire shall consist of 18-gauge (1.2 mm) malleable galvanized iron wires twisted into a single strand and enclosed loosely into a rubber hose (or other approved covering or guying materials) extending around the trunk. Replace at no additional expense to the City, any staking and guying materials that break or loosen.

Nylon guying straps of accepted size and quality is the preferred guying method.

- a. After fastening the wire to the stake by tying or twisting it into a figure-8, nail or staple the wire to the stake to prevent slippage using a 4d nail or a 0.5 in (13 mm) staple.
- b. Tighten the strap so that twisting the wire causes a slight strain between the tree and the stake.
- c. Place guy straps above the first rosette of lower branches and fasten wire to the stake approximately 6

in (150 mm) above the ground.

F. Pruning

1. Prune plants on the site before planting and after initial inspection by the Landscape Architect. Never prune severely to get plants to meet Specifications.

a. Follow modern horticultural practices and use approved tools designed for pruning. Lopping, topping, or shearing trees or shrubs will result in rejection.

b. Prune back damaged, scarred, frayed, split, and skinned branches, limbs, and roots to live wood nearest to the next sound, outside lateral bud, branch, limb, or root.

c. Leave the terminal leaders or buds in trees intact.

d. Remove approximately one-third of the smaller branches on nursery grown vines, shrubs, and trees for root-top balance.

e. Prune roots, when necessary, as directed by the Landscape Architect.

f. Prune Crape Myrtles to maintain natural form only. Severely cutting back crape myrtles is not permitted. Remove sucker growth from Crape Myrtles. At NO time shall crape myrtles be severely pruned by removing all branches 0.5" diameter or greater. The top stems shall be pruned approximately 6" above the nearest branch intersection. This pruning method will remove the previous season's seed pods and promote additional branching and flowering.

g. Conduct pruning in late winter while the tree is still dormant.

G. Watering

1. Apply water in a manner to prevent erosion. Water plants at the time of planting. Water after applying fertilizer and to maintain enough moisture to promote plant growth.

a. Apply enough water to wet the soil to a depth slightly below the roots. Direct the water to the ground around the plant, not the tops.

b. Do not allow plant foliage to dry out or plants to defoliate from lack of water. Remove plants in such condition from the site immediately.

c. Apply water as needed throughout the planting season in which the plants are installed and until Final Acceptance of the project. Follow shrub and tree watering requirements throughout the life of the project.

i. Do not allow plant foliage to dry out or plants to defoliate from lack of water. Remove plants in

such condition from the site immediately.

- ii. If required Irrigation water shall be transported via watering truck and administered by hand watering.
- iii. The Contractor is responsible for monitoring all plant material vitality, soil moisture level, and climatic conditions as they pertain to watering. Maintain accurate rainfall measurements for Project until Final Inspection. The Contractor shall install and maintain a minimum of three (3) rain gauges spaced evenly along Project corridor.
- iv. The Contractor shall determine optimal watering quantity based on the following variables: weather conditions, seasons, and microclimate factors (sun vs. shade, soil condition, & slope conditions)

H. Spring Application of Fertilizer

1. Method and Rate of Application

Follow these requirements when applying fertilizer in the spring:

a. Trees

Deep-root feed trees each spring by using a 8-12-12 slow release fertilizer. Bore a 1.5 in (38 mm) diameter hole between 18 in to 24 in (450 mm to 600 mm) deep at the rate of 8 to 10 holes per tree.

Use 1 cup (0.25 L) of fertilizer per 1 in (25 mm) in caliper of tree measured 6 in (150 mm) off the ground. Fill the holes with soil upon completing each hole.

b. Shrubs

Fertilize shrubs with a 6-12-12 slow release 60 percent organic fertilizer by spreading fertilizer around the base of the plant and working it into the soil by hand. Use 0.5 cup (0.12 L) of fertilizer per foot (300 mm) of shrub height.

c. Bed Areas

Spread fertilizer on bed areas over the mulch at the rate of 3 lbs/100 ft² (1.5 kg/10 m²) using 6-12-12 or 8-12-12. Thoroughly water in the plants.

d. Vines

Fertilize vines when not planted in a bed at the rate of 1/4 cup (60 ml) per vine using 6-12-12 or 8-12-12. Thoroughly water in the plants.

e. Regenerated Areas

Spread fertilizer on regenerated areas evenly at a rate of 3 lbs/100 ft² (1.5 kg/10 m²) and thoroughly water in using 6-12-12. NOTE: 2 cups (1 L) of 6-12-12 or 8-12-12 equals 1 lb (1 kg).

2. Time of Application

Apply fertilizer in the spring in Zones 1 and 2 (with reference to the Planting Zones specified in Subsection 702.6.05.A) between April 1 and April 15. For late plantings, do not apply fertilizer less than 30 days after the plantings.

3. Additional Fertilizer Grades 8-12-12 or 6-12-12

Approximately one month after the spring fertilizer has been applied, the Landscape Architect will inspect planted areas and determine if an additional application of fertilizer is needed for any plant or group of plants.

If the Landscape Architect determines additional fertilizer is required, apply fertilizer at the rate specified in Subsection 702.6.05.H. Make the additional application between June 15 and July 15th.

I. Treatment of Regenerated Areas

Treating regenerated areas includes staking the perimeter and applying fertilizer in the spring. Pruning, mulching, staking (except perimeter staking), guying, mowing, weeding, and watering (except watering following fertilization) are not required.

Perform perimeter staking as specified. Apply fertilizer in the spring as specified.

J. Restoration and Cleanup

Restore areas where existing grass has been damaged or scarred during planting operations at no expense to the Department. Restore the disturbed areas to their original conditions as directed by the Landscape Architect. Clean up debris, spoil piles, and containers and leave the Project area clean.

702.6.06 Quality Acceptance

Preserve the plants in a healthy growing condition. The acceptability of the plant material planted and maintained as specified will be determined at the end of establishment period.

The first plant establishment period is the period from the last planting date specified (in Subsection 702.6.05.A) March 15th until the following October 1. The Contractor shall install plant material in one planting season unless otherwise approved by Landscape Architect.

A. First Establishment Period

At the end of the first planting season, (March 15th, 2014), the first establishment period begins. The Landscape Architect shall make the first semi-final inspection 30 days before the end of the first establishment period (October 15, 2014). At that time, the Contractor shall replace dead, dying, diseased, unsatisfactory, and missing plants, prior to the beginning of the next growing season (March 15, 2015).

B. Second Establishment Period

At the end of the second planting season, (March 15th, 2015), the second plant establishment period begins. The Landscape Architect shall make the second semi-final inspection 30 days before the end of the second establishment period (October 15, 2015). The Contractor shall again replace dead, dying, diseased, unsatisfactory, and missing plants, prior to the next growing season (March 15, 2016).

C. Final Inspection

The Landscape Architect will make the final inspection of the plants during May, following any needed replacements during the previous planting season. The Contractor assumes responsibility for all plants until the Final Acceptance of the Project.

In addition, the Contractor shall refer to Special Provisions Section 705 for the 2-Year Landscape Maintenance for the required maintenance services. This two year maintenance period does not omit the contractor's responsibility to warrantee the plant material for a two year period.

The 2 year Maintenance of Landscape includes such services as pruning, mowing, fertilizing, watering, weeding, edging, spraying, trash removal, plant installation, aerating, and mulching. The 2 year Maintenance period shall begin when the City of Sandy Springs accepts the landscape and irrigation improvements have been installed in accordance with the drawings and specifications. The maintenance of the project shall be strictly managed, executed and performed by a qualified landscape contractor who is experienced in the successful installation, maintenance and operations of similar type projects.

D. Guarantee of Plant Material

1. The Contractor shall warranty, at no additional cost to the owner, 100% of the plants in which, in the opinion of the City or the Landscape Architect, fail to maintain a healthy, vigorous condition until the end of the two-year establishment period. The Contractor agrees that replacement plant material shall meet all specifications as listed in the drawings and on the plant list in regard to species, variety, color, and quality. Size of replacement plant material shall equal that of the plant which is being replaced and/or the size of existing adjacent like specimens. The Contractor shall refer to section 702.6.06 Quality Acceptance for First, Second and Final Inspection periods and requirements.

2. The Contractor is responsible for "treating" problem plant material and shall outline immediate steps to correct problems or improve performance of the plant.

3. In the event that the performance of the landscape maintenance contractor should fail to satisfy the expectations and standards set forth in the maintenance specifications number 705 as interpreted by the City and the Landscape Architect, the City reserves the right to either terminate the 2 Year Maintenance

Agreement with the Contractor or obtain others to perform such duties and deduct all costs from the contractor's payments. This, however, does not omit the contractor's responsibility for the two year plant warranty.

4. Inspections: The City, or the designated City (owner's) representative, will make periodic reviews of the entire site as related to visual aspects and the contractor's performance. The contractor will, on the sole judgment of the designated representative, make repairs and adjustments as directed during the site visit.

5. Schedule: Prior to starting this contract the Contractor will provide the owner with a detailed schedule of how he expects to accomplish the construction and maintenance along with a statement of anticipated labor forces. The schedule is to include target dates for all cycle and periodic work, time estimates for task completion, staffing requirements, etc.

702.6.07 Contractor Maintenance of Landscape and Project Area during the Construction of the Project.

The Contractor is also responsible to provide landscape maintenance during the construction process and up until Final Acceptance by the City. This may also include but is not limited to; mowing, watering, cultivating, weeding, pruning of trees and shrubs, repairing, (improvements damaged during the construction process), fertilizing, adjusting guys and stakes, as directed by the City and the Landscape Architect. These services shall typically include;

A. Trees:

Straighten leaning trees as directed by the Landscape Architect. Follow Staking and Guying requirements for replacements or repairs. The Contractor shall promptly remove from the Project area dead plants or those that no longer conform to the requirements.

B. Shrubs:

The Contractor shall promptly remove and replace from the project area dead plants or those that no longer conform to the requirements Prune or thin shrubs, as directed by the Landscape Architect. Maintain an attractive shape and fullness with respect to the intended character of the planting.

C. Maintenance of Installed Plant Material for the Project:

- a. Tree Maintenance: Hand watering may be necessary.
- b. Watering
- c. Landscape Mulch
- d. Fertilizer
- e. Abnormal Conditions Periodically (once every two weeks) observe trees and shrubs for abnormal conditions such as insects, borers, web worms, red spiders, etc., and immediately treat.
- f. Sucker Growth Remove sucker growth once a month. Sucker growth is the shoots that sprout out around the base of the tree trunk.

- g. Pruning and Deadwood Remove deadwood. Prune dead branches. Paint cuts, and wounds or scars with tree paint only when specified in the plans.
 - h. Pesticide Control Apply pesticides as necessary to control bores, aphids, mealy bugs, mites, and tent worms, and diseases. Follow the manufacturer's instructions. NOTE: Use chemicals according to Federal, State and county directives on environmental control that carry an EPA approval number.
 - i. Weed Control
 - j. Staking and Guying Remove all guy wires/nylon strapping and stakes from plants which have gone through one complete growing season.
- 2. Landscape Mulching: During and up to the final acceptance, the Contractor shall continuously maintain shrub and tree beds with a clean, freshly mulched appearance using the mulch originally specified.
- 3. Fertilizer: Fertilize all shrubs with a slow release fertilizer by spreading fertilizer around the base of the plant and working it into the soil by hand.
- 4. Applying Pesticides: As needed to control pest and insects.
- 5. Edging: Edge all shrub pits, shrub beds, and tree pits such that the vee-cut edging detail specified on the plans is maintained. Where steel edging is provided, The Contractor shall provide clean edge between grass and bed areas. Prevent grass and weeds from growing over or into the shrub beds and tree pits. Use equipment specifically designed for edging. Line trimming equipment shall not be used.
- 6. Watering It is important to keep plants watered thoroughly for the first year after planting. Check plant species water requirements for proper adequate watering.
 - a. Check all planted material once a week throughout the contract for dryness by removing the mulch from their base and "sampling the soil" approximately 4 in (100mm) deep. Water if the soil is not moist.
 - b. Water all planted material if a drought (no rain for two weeks) occurs. Provide the water required to meet the watering requirements.
 - c. Water each plant thoroughly until the ground is saturated to a depth slightly below the root ball. Apply water in a manner to prevent erosion.
- 7. Weed Control: Perform weed control throughout the project, a minimum of once every two weeks, in all areas within the project limits to maintain tree pits, shrub beds, sidewalks, curb and gutter, walkways, ditch paving, concrete medians, and other pavement weed free. Meet the following conditions:
 - a. Perform weed control to prevent weeds from becoming established, setting seed, or from becoming visible in the planting beds.

- b. Completely remove all undesirable plants (weeds) by hand pulling. Removal of weeds may be accomplished using herbicides if approved by the Landscape Architect.
 - c. Apply an approved pre-emergent herbicide. Typically twice each year, once in the spring and once in the fall, throughout the contract. Apply pre-emergent to all shrub beds and tree pits. Notify the Landscape Architect 48 hours prior to spraying. Use a blue dye in all applications unless approved otherwise by the Landscape Architect.
 - d. If noted on plans, eradicate all invasive exotic pest plants found within the project limits throughout the life of the project.
 - e. Dispose off site on a daily basis all weed, exotic plants, clippings, litter, and debris generated.
8. Trash Removal: Remove debris such as paper, broken limbs, bottles, cans, etc., a minimum of the first and third week of each month from all areas within the project limits while maintaining the site.

702.7 Measurement

A. Plants

Plants of the name and size specified are measured for payment according to the number planted that are still living and in an acceptable condition at the time of each establishment period.

B. Fertilizer

Spring application fertilizer applied to planted and regenerated areas will be the actual number of pounds (kilograms) placed and accepted. Fertilizer, lime, and plant topsoil used in prepared plant topsoil or plant bed preparation are not measured for separate payment.

C. Perimeter Stakes

Perimeter stakes is not measured for payment unless such item is shown as a separate Pay Item in the Proposal.

D. Clearing and Grubbing

Clearing and grubbing is not measured for payment unless the Item is shown as a separate Pay Item in the Proposal.

E. Landscape Mulch

The quantity of landscape mulch and top-dressing measured for payment will be the actual number of square yards (meters) completed as specified and accepted. The presence of weeds or other growth, or foreign material, will be cause for rejection. The addition of landscape mulch in deficient areas will not be measured for payment.

702.8 Limits

General Provisions 101 through 150

702.9 Payment for Plant Material (including shrubs and trees)

A. Plants

Plants measured for payment will be paid for as follows:

1. After planting satisfactorily, the City will pay 70 percent of the Contract Unit Price per each item.
2. Until Final Acceptance, perform all required maintenance according to Subsection 702.3.07 when necessary or as ordered by the Landscape Architect.

If the Contractor fails to properly maintain the landscaping, the Department will assess liquidated damages according to the schedule of deductions shown in Subsection 108.08, but not less than \$150 per calendar day, and will continue until project maintenance is approved by the Landscape Architect. The liquidated damages are in addition to those specified for delay or failure in completing the Work within the specified time.

3. After the first semi-final inspection, the Department will pay 10 percent of the Contract Unit Price bid per each of the live, viable plants.
4. After the second semi-final inspection, the Department will pay 10 percent of the Contract Unit Price bid per each of the live, viable plants.
5. At Final Acceptance, the Department will pay the remaining 10 percent less the Full Contract Unit Price bid per each plant not accepted.

Payments are full compensation for furnishing, planting, replanting as required, pruning, staking, guying, soil conditioning, and preparing plant beds, including applying additives, digging plant pits, preparing plant topsoil and mulch, disposing of waste material, and maintaining the plants during the plant-establishment period.

Perimeter stakes is not measured for payment unless such item is shown as a separate Pay Item in the Proposal.

D. Clearing and Grubbing

Clearing and grubbing is not measured for payment unless the Item is shown as a separate Pay Item in the Proposal.

E. Landscape Mulch

The quantity of landscape mulch and top-dressing measured for payment will be the actual number of square yards (meters) completed as specified and accepted. The presence of weeds or other growth, or foreign material, will be cause for rejection. The addition of landscape mulch in deficient areas will not be measured for payment.

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The liquidated damages are in addition to those specified for delay or failure in completing the Work within the specified time.

3. After the first semi-final inspection, the Department will pay 10 percent of the Contract Unit Price bid per each of the live, viable plants.
4. After the second semi-final inspection, the Department will pay 10 percent of the Contract Unit Price bid per each of the live, viable plants.
5. At Final Acceptance, the Department will pay the remaining 10 percent less the Full Contract Unit Price bid per each plant not accepted.

Payments are full compensation for furnishing, planting, replanting as required, pruning, staking, guying, soil conditioning, and preparing plant beds, including applying additives, digging plant pits, preparing plant topsoil and mulch, disposing of waste material, and maintaining the plants during the plant-establishment period.

B. Fertilizer

All grades of fertilizer applied in the spring, measured as specified above, are paid for at the Contract Price per pound (kilogram) or per ton (megagram), whichever is indicated in the Proposal. Payment is full compensation for furnishing and applying and for watering regenerated areas.

C. Perimeter Stakes

Perimeter stakes will not be measured for payment. The cost will be included in the overall contract price.

D. Landscape Mulch Payment

Landscape mulch measured for payment will be paid for as follows:

1. After mulching satisfactorily, the Department will pay 100% of the Contract Unit Price bid per square

yard (meter).

2. After satisfactorily completing mulch topdressing (as directed by the Landscape Architect), the City will pay 100% of the Contract Unit Price bid per square yard (meter). Such payment shall be full compensation for furnishing, installing, topdressing, and maintaining mulch as required.

Payment will be made under:

Item No. 702	Plant name and size	Per each
Item No. 702	Fertilizer, spring application	Per ton (megagram)
Item No. 702	Landscape Mulch	Per square yard (meter)
Item No. 702	Spring application fertilizer	Per pound (kilogram)

702.10 Adjustments

General Provisions 101 through 150

END OF SECTION

SPECIAL PROVISION 754 - OUTDOOR FURNITURE AND FURNISHINGS

Supplemental to GDOT Standard Specification;

754.1 General Description

Work includes furnishing, fabricating, and installing street furnishings as shown on the plans, and shall include, but is not limited to, the following components:

- Trash receptacle
- Bench
- Bicycle rack
- Ornamental signage
- Railings
- Pots
- All building furnishings.

754.1.01 Related References

Drawings and general provisions of the Contract, including General Conditions and Standard Specification sections apply to this Section.

754.1.02 Submittals

Product Data: Contractor shall submit manufacturer's technical data for each type of product. This information shall include installation instructions, material descriptions, dimensions of individual components and profiles, sizes, colors, finishes, and field-assembly requirements.

Samples: Contractor shall submit actual material color and finish samples. Size of samples to be not less than 6-inches long for linear components and 4- inches square for sheet components.

Product Schedule: For street furnishings. Use same designations indicated on Plans.

Material Certificates: For street furnishings, signed by manufacturers.

Maintenance Data: For street furnishings, to include in maintenance manuals.

754.2 Materials

See Construction Documents for manufacture of site furnishings.

754.3 Construction Requirements

754.3.01 Quality Assurance

Source limitations: Obtain each type of site and street furnishings through one source from a single manufacturer.

754.3.02 Fabrication

- A.** Metal components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- B.** Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- C.** Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components
- D.** Steel and Iron Components: Galvanized, galvanized and color coated, or color coated. Bare metal steel or iron components are not permitted
- E.** Exposed Surfaces: Polished, sanded, or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F.** Factory Assembly: Assemble components in the factory to the greatest extent possible to minimize field assembly. Clearly mark units for assembly in the field.

754.3.03 Finishes – General

- A.** Compliance: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B.** Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

754.3.04 Steel and Galvanized Finishes

754-2

- A.** Baked-enamel, Powder-Coat Finish: Manufacturer's standard, baked, polyester-TGIC, power-coat

finish complying with manufacturer's written instructions for surface preparation, including pretreatment, application, baking, and minimum dry film thickness.

754.3.05 Execution

- A. Examination: Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

754.3.06 Installation – General

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.
- B. Unless otherwise indicated, install site and street furnishings after landscaping and paving have been completed.
- C. Install site and street furnishings level, plumb, true and securely anchored at locations indicated on the Plans.

754.3.07 Cleaning

- A. After completing a site and street furnishings installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

754.4 Measurement

The accepted street furniture quantities are measured in per each fixture in place in the completed work.

754.5 Payment

Street furniture is paid for at the unit price bid per each unit complete and in place as specified. The payment is full compensation for all excavation, furnishing and installation of each unit, including preparation of sand and mortar, disposal of excavated material, and the cost of furnishing all tools, safety devices, labor, equipment and all other necessary items to complete the work.

END OF SECTION

Delete Section 923 as written and substitute the following:

Section 923 – Electrical Conduit

923.1 GENERAL DESCRIPTION

This section includes the requirements for metallic, nonmetallic, and flexible electrical conduit.

923.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

National Electrical Code

ANSI C-80.1

ASTM A 90

ASTM F 2160

Federal Specification WW-C-540a

Federal Specification W-C-1094

American National Standards Institute (ANSI) Specification TC 14, Type HW

Underwriters Laboratories (UL) 651

National Electrical Manufacturers Association (NEMA) Standard TC 7, Type EPEC-B-HDPE

923.2 Materials

923.2.01 Metallic Conduit

A. Requirements

1. Use metallic conduit that meets the requirements of and is used according to the latest edition of the National Electrical Code.
 - a. Check the Plans or Project Proposal for the type of conduit allowed.
 - b. Ensure each section of conduit shows approval by the Underwriter's Laboratories, Inc. (UL).
2. Rigid Steel Conduit

Ensure that rigid steel conduit, elbows, and couplings meet ANSI C-80-1.

Use conduit protected by a uniform metallic zinc coating on both the exterior and interior surfaces.

 - a. Coat the conduit and coupling with a minimum coating of 1.24 oz/ft (378g/m), total of both surfaces.

- b. Determine the weight of the zinc coating using either ASTM A 90, or, if the Engineer elects, a magnetic or electromagnetic thickness gage to measure the coating thickness.

3. Rigid Aluminum Conduit

Ensure that rigid aluminum conduit, elbows, and couplings meet Federal Specifications WW-C-540a.

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

923.2.02 Nonmetallic Conduit

A. Requirements

1. Polyvinyl Chloride (PVC) Conduit

Use unplasticized PVC conduit that meets the requirements of UL 651.

- a. Use Type 1 conduit only when encased in concrete. UL 651 refers to Type 1 as Type EB.
- b. Use Type II conduit for direct burial. Use Schedule 40 (heavy wall), unplasticized PVC conduit that meets the requirements of Federal Specification W-C-1094, unless otherwise specified.

2. Fiberglass Reinforced Epoxy (FRE) Conduit.

Use FRE conduit and fittings that meet the requirements of NEMA Standard TC 14, Type HW.

3. Smooth-Wall Coilable Electrical Polyethylene Conduit (HDPE).

Use HDPE conduit and fittings that meet the requirements of NEMA Standard TC 7, Type EPEC – B – HDPE (HDPE SDR 13.5).

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

923.2.03 Flexible Conduit

A. Requirements

1. Use flexible conduit with a galvanized steel core and a UV- resistant PVC cover.
2. Use liquid-tight conduit with a continuous copper ground.

3. Use conduit that meets the requirements of Article 351 of the National Electrical Code.

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

End of Section

SPECIAL PROVISIONS 990 – ARCHITECTURAL CAST STONE

1.01 General Description

This section covers all installation of architectural cast stone ornaments as indicated on the drawings and specified herein.

1.02 SUBMITTALS

- A. Changes in specification may not be made after the bid date.
- B. Shop Drawings: Layout with dimensions details and finishes of component accessories.
- C. Product Data: Manufacturer's catalogue cuts indicating material compliance and specified options are too be provided.
- D. Samples: Color selections are to be approved by the City and or the Cities representative before the installation of the Architectural Cast Stone. The Contractor shall furnish one (1) sample for the City and or the Cities representative review and approval.

1.03 Manufacturer:

- A. Contractor shall refer to plans and details for architectural cast stone ornament manufactures.

1.03 Execution: A. Inspection:

- 1. Inspect adjacent construction for conditions that would prevent proper installation of medallions.
- 2. Inspect substrate for soundness and surface adhesion quality.
- 3. Inspect product in crates for any damage from shipping. Notify manufacturer of any hidden damage.
- 4. Inspect product for any variations in color, finish, tolerance or design as shown on manufacturer's shop drawings or architect's plans.
- 5. Report any discrepancy to City and the Landscape Architect.

1.04 Installation:

Install cast stone medallions true, plumb and level in accordance with manufacturer's installation instructions. All pieces shall be set by experienced and qualified stone masons or tile setters in accordance with the shop drawings.

A) Installer shall use necessary personal safety equipment to protect against hazards associated with stone and mortar fabrication, assembly and installation.

B) All medallions shall be installed according to specifications included here-in.

C) All substrate to receive cast stone medallions shall be prepared as indicated in manufacturer's recommendations. Substrate shall be clean of any oil, paint, dust or debris. Surface shall be smooth, level sound and capable of a successful and permanent adhesion to the setting material.

D) When setting with mortar all pieces not thoroughly wet shall be drenched with clear potable water and excess water removed just prior to setting.

E) Unless otherwise noted, every piece shall be set in a full bed of mortar with all vertical joints flushed full. All anchors shall be firmly in place and all anchor holes and similar holes filled completely with mortar.

F) After setting, if required, each piece shall be braced with a diagonal support to the face and rest on a previously installed temporary horizontal ledger to be removed after full cure of setting material. The face of each piece shall then be sponged off to remove any splashed mortar or mortar smears.

G) All pieces shall be protected from splashing mortar or damage by other trades. Any foreign matter splashed or rubbed on the pieces shall be removed immediately.

H) A foam or wood "plug" ½" larger than the intended piece shall be temporarily installed on the substrate in applications where cast stone medallions are not immediately available or construction conditions prohibit a timely installation. This plug shall be removed and typical installation shall proceed according to this section.

I) ½" minimum tolerance required in surrounding opening dimensions.

1.05 Cleaning:

The face of all cast stone medallions shall be cleaned where necessary by scrubbing with a bristle fiber brush, using soap powder and water and shall be rinsed thoroughly with clean running water. No acid or prepared cleaners shall be used without the approval of the manufacturer.

1.06 Sealing:

After cleaning and drying and full cure of any cementitious grouts (approximately 30 days), cast stone medallions to be sealed with a silicone stearate solution. Follow sealer manufacturer's instructions and apply to inconspicuous test area to determine job specific results.

End of Section

SPECIAL PROVISION 992- STONE MASONRY

Delete GDOT Section 992 and substitute the following:

1.1 WORK

- A. Work consists of furnishing all materials, labor, and equipment necessary for the installation of stone work.
- B. Work under this section shall include the preparation of all necessary shop drawings containing additional dimensional and installation data and other details applicable to the fabrication and installation of the granite work shown in the drawings.
- C. Related Work
Specified Elsewhere
 - 1. Concrete
 - 2. Sealants and Joint Fillers
 - 3. Cast stone and wall caps

1.2 QUALITY ASSURANCE

- A. Subcontract fabrication of cut stone work to a firm or firms which have successfully fabricated work of a similar quality, schedule requirements, and in the quantity shown for a period of not less than ten (10) years.
- B. Subcontract installation of cut stone work to a firm which has successfully installed work of a similar quality, schedule requirements and in the quantity shown for a period of not less than ten (10) years.
- C. Coordination of Fabrication:
 - 1. Refer to Item 1.3 SUBMITTALS regarding the submission of coordinated shop drawings.
 - 2. Wherever possible, check dimensions shown on drawings or at the site by accurate field measurements before final submittal of shop drawings, and before final fabrication of stone work. However, coordinate fabrication schedule with construction progress as directed by General Contractor to avoid delay of the work. Where necessary proceed without field measurements and coordinate installation tolerances to insure proper fit of final stone work.
- D. Installer must review installation procedures and sequence with General

Contractor to insure proper coordination with other subcontractors and suppliers whose work is affected by the delivery schedule and installation of stone work.

E. Construction Tolerances for Stone Work:

1. Variation from plumb: for lines and surfaces do not exceed 1/2 inch in ten (10) feet. For external corners, expansion joints, and other conspicuous lines, do not exceed 1/4 inch in twenty (20) feet.
2. Variation from level: for grades shown and other conspicuous lines, do not exceed 1/4 inch in twenty (20) foot by twenty (20) foot area.
3. Variation of plan lines: do not exceed 1/2 inch in twenty (20) feet.
4. Variation in cross-sectional dimensions: for paving, wall veneer, end blocks, caps, do not exceed minus 1/8 inch, nor plus 1/4 inch.

F. Stone Samples: Sets for each color, grade, finish, and variety of stone required; not less than 12 inches square.

1. Sets shall consist of at least five (5) samples, exhibiting extremes of the full range of color and other visual characteristics expected and will establish the standard by which stone will be judged.
2. Each item shall indicate actual color, texture, finish and workmanship to be executed in the final work. No damaged, chipped, broken, discolored, stained, or otherwise defective material shall be accepted for submission.
3. Contractor is to construct for City of Sandy Springs and Landscape Architect's review and approval a mock up as described on the plans. Mock up is to include all accessories, anchoring devices, and other items required for the completed work.
4. The stone used as samples becomes the property of Owner and shall be retained during the course of the project as directed by the Landscape Architect.
5. Obtain written acceptance from the Landscape Architect of the visual and technical and craftsmanship qualities of the mock-up prior to starting final installation of the stone work. The final approved mock-up shall not be destroyed, moved, or altered until the final work is completed, or until written authorization is issued by the Landscape Architect. The approved mock-up shall be the standard for judging the quality of completed stonework.

- 6. Control of corrosion and staining: Prevent galvanic and other forms of corrosion as well as staining by isolating metals and other materials from direct contact with incompatible materials. Use materials that do not stain exposed surfaces of stone and joint material.

- G. Source Limitations for Stone: Obtain each variety of stone, regardless of finish, from a single quarry, whether specified in this Section or in another Section of the Specifications, with resources to provide materials of consistent quality in appearance and physical properties.

- H. Source Limitations for Mortar Materials: Obtain mortar ingredients of uniform quality for each cementitious component from a single manufacturer and each aggregate from one source or producer.

- I. Source Limitations for Other Materials: Obtain each type of stone accessory, sealant, and other materials from a single manufacturer for each product.

1.3 SUBMITTALS

- A. Manufacturer's Data: For information only, submit six (6) copies of specifications and other data for stone required, including certification that it complies with the specified requirements. Include instructions for handling, storage, installation and protection of stone. Indicate that installer has received a copy of instruction.

- B. Submit stone samples as listed in 1.2 F above.

- C. Samples: (Stonework Accessories) Submit three (3) copies of manufacturer's specifications, installation instructions and three (3) samples of each kind of stonework accessory item.

- D. Coordinated Shop Drawings:
 - 1. Submit three (3) copies (three sepias and three blackline prints) of each required drawing.

 - 2. Coordinated shop drawings shall show required sizes, dimensions, sections, profiles of units, the arrangement and provision for jointing, anchoring, fastening and supports, and other necessary details for delivery and lifting devices and reception or installation of other work.

 - 3. Show in large scale details any unique fabrication and setting requirements

for wall veneers, caps, end caps, special wall end conditions, or any other specific areas seen as necessary or as directed by the Landscape Architect.

- E. The contractor shall furnish to the Landscape Architect Colored Pointing Mortar Samples for Verification and Approval of mortar color. For each color required, showing the full range of exposed color and texture expected in the completed work.
- F. Sealant Samples for Verification: For each type and color of joint sealant required.
- G. Qualification Data: For installer and fabricator.

1.4 JOB CONDITIONS

- A. Protect mortar materials and stonework accessories from weather, moisture and contamination with earth and other foreign materials.
- B. Protect stonework against freezing when ambient temperature is 40 degrees F and falling.
Heat materials and provide temporary protection. Comply with "Construction and Protection Recommendations for Cold Weather Masonry Construction" of the Technical Notes on Brick and Tile Construction by the Brick Institute of America, latest edition.
- C. Do not use frozen materials or materials mixed or coated with ice or frost. Do not use salt to thaw ice in anchor holes or slots. Do not lower the freezing point of mortar by the use of admixtures or antifreeze agents, and do not use calcium chloride in mortar or grout.
- D. Do not build on frozen work; remove and replace stonework damaged by frost or freezing.
- E. During all seasons, protect partially completed stonework against weather when work is not in progress. Cover top of walls with strong, waterproof, non-staining membrane extending down both sides of walls and anchor securely in place.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Protect stone during storage and construction against moisture, soiling, staining and physical damage.

- B. Handle stone to prevent shipping, breakage, soiling or other damage. Do not use pinch or wrecking bars without protecting edges of stone with wood or other rigid materials. Lift with wide-belt type slings or vacuum wherever possible; do not use wire rope or ropes containing tar or other substances which might cause staining. If required, use wood rollers and provide cushion at end of wood slides.
- C. Store stone on wood skids or pallets covered with non-staining, waterproof membrane. Place and stack skids and stones to distribute weight evenly and to prevent breakage or cracking of stones. Protect stored stone from weather with waterproof, non-staining covers or enclosures, but allow air to circulate around stones.

2.1 GENERAL

- A. Match samples of cut stone materials on file with Landscape Architect for range of color and consistency of texture.
- B. Granite shall comply with requirements of the National Building Granite Quarries Association (NBGQA) for tolerances, color, and finish qualities.
- C. To the greatest possible extent, provide contiguous blocks of stone to allow for fabrication of continuous matching units. Mark match units to provide continuous-sequence installation.
- D. Certification of specified physical characteristics of stone:
 - 1. All stone materials shall have characteristics as defined by ASTM C-119 and C-615, and possess physical characteristics specified herein, in accordance with the following ASTM test references:
 - a. Abrasion resistance of stone, subject to foot traffic: ASTM C-241.
 - b. Absorption of natural building stone: C-97
 - c. Compressive strength of natural building stone: C-170
 - d. Modulus of rupture of natural building stone: C-99
- E. Stone materials submitted as "or equal" must match the visual characteristic of the samples on file with Landscape Architect in all respects. Stones with veinations or unique crystallization patterns will not be accepted.

- F. First quality crab orchard stone, hard and durable, of a uniform or similar color, grain, size, and texture, free from seams, cracks, or other imperfections, and have a smooth spitting character. It shall be clean and show no evidence of any iron rust or iron particles.

2.2 MORTAR MATERIALS - SETTING AND POINTING

- A. Portland Cement: ASTM C 150, and complying with ASTM C 91 - staining requirements for not more than 0.03% water soluble alkali. Use Type I generally; Type III may be used for setting stonework during cold weather.
- B. Hydrated lime: ASTM C 207, Type S
- C. Sand: ASTM C 144, and graded with 100% passing through No. 16 sieve.
- D. Water: Potable.
- E. Non-shrinking, waterproof grout: 5 star waterproof hydraulic cement, U.S. Grout Corporation, or equal.
- F. Carborundum grout for stair nosing filler: texture to be 100 mesh grit size silicone carbide non-slip tread inserts, Carborundum Corporation, Norton Abrasives, or equal.
- G. Steam cleaning equipment as required to perform the work under this contract. Do not use tools or other equipment, which may leave scratches, abrasions or other defacements to the stone.

2.3 ACCESSORIES

- A. Anchor bolts, nuts and washers: AISI Type 302/304, stainless steel.
- B. Stone anchors: provide the type and size shown. If not shown, provide the size and type as required to securely anchor and fasten the stonework in place. No anchors shall be less than 16 gauge. Fabricate all anchors, cramps and dowels from AISI Type 302/304 stainless steel. All devices to be Hohmann and Barnard, Inc. Hauppauge, New York 11787, or approved equal.
- C. Steel shapes and plates: AISI Type 302/304, stainless steel.
- D. Pressure relieving joints: lead envelope 1/32" thick, wrapped around a 1/32" thick corrugated lead filler, similar to Hohmann and Barnard Pressure

Relieving Lead Joint.

- E. Setting buttons: lead buttons of thickness required for the joint size shown or specified, and of the size required to maintain uniform joint width, Hohmann and Barnard, or equal.
- F. Vapor barrier: 6 mil polyethylene.
- G. Weep types: provide clear 1/4" diameter plastic weep tubes for walls only.

2.4 FABRICATION

A. General:

1. Fabricate all stonework as shown and as detailed on the Contract Documents or as modified on the final approved shop drawings, and in compliance with recommendations of NBGQA.
2. Provide concealed holes and sinkages cut, drilled, or sawn for fasteners, anchors, supports, lifting devices or other requirements, as shown or as necessary to secure stonework in place to proper alignment. Cut and backcheck stonework as required for proper fit and clearance. Shape beds to fit supporting substrates. Provide chases, reveals, reglets, openings and similar spaces or features as required for contiguous work or integrating elements.
3. Dress joints (bed and vertical) straight and at 90-degree angles to face unless otherwise shown or required.
4. Joint width: Cut stonework to provide uniform joint widths as shown. Cut stonework to allow for uniform 1/4" wide joints, unless otherwise shown.
5. Thickness and profile: Provide stonework in thickness and profiles shown. Saw cut or roughly dress back surfaces, which will be concealed in the final work to approximate true planes.
6. Select stone for color consistency. Stones with knots, veins, or other defects, which are substantially deviant from the approved samples on file with Landscape Architect, will not be accepted.

B. Wall and Column Veneer:

1. Provide anchor slots in four locations for each stone, set in from the edge of the vertical joint to prevent cracking.

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2. Provide shapes as required to allow for uniform 3/16" wide joints in a true vertical and horizontal plane. Note that the column slopes.
 3. Provide cutouts for recessed medallions, and other items, which may be shown or noted.
Provide true 90 degree cuts. Do not allow any oversawing or other imperfections to occur at the exterior or interior corners. Stone with such defects will be rejected and removed from the site.

3.1 INSPECTION

- A. Installer must examine supporting structure and the conditions under which the stonework is to be installed, and the Contractor shall notify the contracting Officer in writing of any conditions detrimental to the proper and timely completion of the work.
- B. Do not proceed with the installation of stonework until satisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2 INSTALLATION

- A. General:
 1. Execute stonework fabrication by skilled mechanics. Cut stone for necessary adjustments only with saws or other devices used in the original shop fabrication process.
 2. Do not use stone units with chips, cracks, voids, stains, or other defects which might be visible in the finished work, or structurally impair the stone.
 3. Clean stone before setting by scrubbing with fiber brushes followed by a thorough drenching with clear water. Use only mild cleaning compounds that contain no caustic or harsh fillers or abrasives.
 4. Set stone in accordance with Contract Documents and final shop drawings. Provide anchors, supports, fasteners and other attachments shown, specified or necessary to secure stonework in place in accordance with the very best practices of the trade. Shim and adjust accessories as required for proper setting of stone. Completely fill holes, slots and other sinkages for anchors, dowels, fasteners, and supports with non-shrinking, non-staining mortar during setting of stones.
 5. Erect column and walls plumb and true with uniform joints in width and alignment. All wall veneer joints and caps joints to be sealant.

6. Set units with mortar as shown on drawings. Slope mortar behind stones to weep tubes at each vertical joint.
7. For units set in full mortar bed, batter vertical joints for full width before setting, unless otherwise shown or specified.
8. Clean face of stone after construction. After mortar is set, thoroughly and force pointing mortar into joints. Tool joints slightly concave. Provide pointing mortar using specified concave. Provide pointing mortar using specified materials in colors approved by Landscape Architect.
9. If joints are shown to be set on shims without mortar, provide the quantity of shims required to maintain uniform joint width and alignment of stone units. Seal joints as shown and as specified under Section 833 Joint Fillers and Sealers.
10. On walls locate weep tubes 1" above finished grade as shown on drawings, and in every vertical joint, terminating 1/4" from the exterior face. Take care that the weep holes are kept free of dirt and mortar and are in a condition to drain properly.
11. Allow for expansion joints where shown. Do not fill with mortar. Install continuous strips of preformed joint filler set to allow for installation of backer rod and sealant.
12. Do not allow any petroleum-based fillers or sealants to come into contact

with stonework. B. Walls:

1. Provide setting buttons as required to prevent extrusion of mortar or sealant materials.

2. All vertical and horizontal wall joints to be sealant joints. Provide weep tubes at each wall joint at base as shown. Slope back-up mortar to weeps. Mortar to be continuous, non-staining grout.

3.3 REPAIR AND CLEANING

- A. Remove and replace stone units, which are broken, chipped, stained or otherwise damaged. Where directed, remove and replace units, which do not match adjoining stonework. Provide new matching units; install as specified and point-up joints to eliminate evidence of replacement. Repaint defective and unsatisfactory joints to

provide a neat, uniform appearance.

- B. In Progress Cleaning: Clean stonework as work progresses. Remove mortar fins and smears before tooling joints. Remove excess sealant and smears as sealant is installed.
- C. Final Cleaning: Clean stonework not less than 6 days after completion of work, using clean water and still-bristle brushes. Do not use wire brushes, acid type cleaning agents or other cleaning compounds with caustic or harsh fillers. Clean all stonework in accordance with manufacturer's printed instructions. Starting at the top, remove all dirt and excess mortar, stains, or other blemishes.

3.04 PROTECTION

- A. Installer shall advise the Contractor of proper procedures required to protect the stonework from collapse, deterioration, discoloration or damage during construction and until acceptance of the work. Contractor shall implement all necessary procedures required to protect final completed stonework from damage prior to final acceptance.

END OF SECTION

SPECIAL PROVISION 999- Miscellaneous Construction

Supplemental to GDOT Standard Specification;

Pay Item No. 999-9000 is intended for Miscellaneous Construction which may or may not be required on the project as directed/requested by the Landscape Architect. Use of this item will be only as specifically authorized by the City of Sandy Springs Public Works Department.

Every effort will be made to negotiate an acceptable price with the Contractor for miscellaneous construction. If the City of Sandy Springs is unable to negotiate an agreeable price with the Contractor, City of Sandy Springs reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.

Section 999.2 Payment

For payment purposes, negotiated prices will be converted to a percentage of Item No. 999-9000. Payment for this item will be only for amounts authorized by the Landscape Architect. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract.

Payment will be made under:

Item No. 999-9000 Miscellaneous Construction.....per Lump Sum

SPECIAL PROVISION 1410- TESTING LABORATORY SERVICES

Supplemental to GDOT Standard Specification;

PART 1 - GENERAL

1.1 DESCRIPTION

A. Purpose:

1. Independent testing laboratory services may be required to provide unbiased quality control information necessary to protect the interests of the Owner and to furnish such technical knowledge as may be of benefit to the project.

B. Extent of services and procedures:

1. The Owner's Representative will direct testing laboratory as to which services will be required for Work, and the type and extent of reports which will be required.
 - a. Refer to individual Specification Sections for required tests and inspections.
 - b. Contractor will be provided with a copy of all test reports.

C. Soils testing laboratory will:

1. Perform and report all specified tests, and additional tests which may be necessary.
2. Conduct tests and provide reports as soon as possible so as not to delay the Work.

D. Testing laboratory is not authorized to:

1. Release, revoke, alter, or enlarge upon requirements of Contract Documents.
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

E. Employment of testing laboratory by Owner in no way relieves Contractor of his obligation to perform Work in accord with contract requirements.

F. Contractor will pay all costs for testing.

G. Contractor shall pay all costs for **retesting** required due to defective Work or materials.

H. Cost for testing materials or procedures that are deviations or substitutions from Contract requirements shall be borne by the Contractor if the tests are conducted to determine the acceptability of the proposed deviation or substitution.

1.2 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel. Provide access to Work, and to manufacturer's shops as may be required by laboratory personnel to complete inspections.
- B. Provide to laboratory in required quantities, all representative samples of materials to be tested.
- C. Furnish copies of any and all test reports which may be required by the testing laboratory.
- D. Furnish casual labor and facilities:
 - 1. To provide access to Work to be tested, facilitate inspections and tests, and to obtain and handle samples at the job site.
 - 2. For laboratory's sufficiently in advance of need, to allow for its assignment of personnel, scheduling, and tests.
- E. Notify laboratory sufficiently in advance of need, to allow for its assignment of personnel, scheduling, and tests.
- F. Arrange with laboratory and pay for additional samples and tests required for Contractor's convenience.
- G. Provide storage and protection of materials. Remove as necessary for inspection, and replace after inspections have been performed by the inspection agency.

END OF SECTION

SPECIAL PROVISIONS 1450- QUALITY CONTROL

Supplemental to GDOT Standard Specification;

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 SUMMARY (**All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.**)

- A. This Section includes Contractors responsibilities of quality control services and extent of quality control services to be performed.
- B. Related Work Specified Elsewhere
 - 1. Section 01210 - Allowances.
 - 2. Section 01410 - Testing Laboratory Service.
 - 3. Section 01720 - Field Engineering.
- C. Definitions: Quality control services include inspections and tests, and actions related thereto including reports, but do not include contract enforcement activities performed directly by Architect/Landscape Architect. Quality control services include those inspections and tests and related actions performed by qualified testing agencies and governing actions performed by qualified testing agencies and governing authorities, as well as directly by Contractor.
 - 1. Testing service is required to immediately notify Construction Manager of discrepancies observed in the Work performed and to be performed to the Contract Documents.
- D. Inspections, tests, and related actions specified in this Section and elsewhere in Contract Documents are not intended to limit Contractor's quality control procedures which facilitate compliance with requirements of Contract Documents.
- E. Requirements for quality control services by Contractor, as requested or to be requested by Architect/Landscape Architect, Owner, governing authorities, or other authorized entities are not limited by provisions of this Section.
- F. Contractors shall review and become familiar with GDOT requirements and the requirements included in this document including Article VII 7.14, covering the provisions for testing of the Work.

1.03 RESPONSIBILITIES

- A. Contractor shall coordinate with a qualified testing agency performing inspections, tests, and quality control services.
1. Construction Manager will schedule services of qualified testing agency to perform services so specified.
 2. Owner will only pay for quality control services that have been specified. All other cost for material testing is the Contractors responsibility.
- B. Retest Responsibility: Where results of required inspection, test, or similar service are unsatisfactory (do not indicate compliance of related work with requirements of Contract Documents), retests are responsibility of Contractor. Retesting of work revised or replaced by Contractor is Contractor's responsibility, where required tests were performed on original work.
- C. Responsibility for Associated Services: Contractor is required to cooperate with qualified testing agencies performing required inspections, tests, and similar services. Provide auxiliary services as reasonably requested, including access to work, the taking of samples or assistance with the taking of samples, delivery of samples to test laboratories, and security and protection for samples and test equipment at project site. Responsibilities include the following:
1. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 3. Fabricate and install test assemblies using installers who will perform the same tasks for project.
- D. Coordination: Contractor and qualified testing agency performing inspections, tests, and similar services for project are required to coordinate and sequence activities so as to accommodate required services with minimum delay of work and without the need for removal/replacement of work to accommodate inspections and tests. Scheduling of times for inspections, tests, taking of samples, and similar activities is Contractor's responsibility.
- E. Sampling and testing is required for the following Sections of Work and shall be performed by an independent testing lab and paid for (by the Owner) (from the testing allowance).
1. Section 02300 - Earthwork: Soil testing and inspection service during earthwork operations for subgrades, engineered fill, and caisson bearing.
 2. Section 02745 - Bituminous Concrete Pavement: Quality control testing of uncompacted asphalt concrete mix and in-place compacted pavement.
 3. Section 03300 - Cast-In-Place Concrete: Inspection of reinforcing steel placement.
 4. Section 03300 - Cast-In-Place Concrete: Field quality control of concrete.
 5. Section 03300 - Cast-In-Place Concrete: Tests for concrete materials and mix design tests.
 6. Section 03300 - Cast-In-Place Concrete: Testing of FF/FL floor tolerances.
 7. Section 04060 - Masonry Mortar: Field quality control of mortar.
 8. Section 04070 - Masonry Grout: Field quality control of grout.

9. Section 04200 - Masonry Units: Field quality control of unit masonry and masonry assemblies, and reinforcing placement.
 10. Section 05100 - Structural Metal Framing: Field quality control for welds.
 11. Section 05100 - Structural Metal Framing: Field quality control for high strength steel torqued bolted connections.
 12. Section 05100 - Structural Metal Framing: Field quality control for structural steel alignment.
 13. Section 07810 – Applied Fireproofing: For quality control for applied fireproofing.
 14. Section 09910 - Paints: Field quality control for painting.
- F. Contractors shall submit to the Architect, through the Construction Manager for review, the names and addresses of testing laboratories to be used in making their required inspections, sampling, and testing as outlined herein or other tests that may be required by the Contract Documents and not covered herein. Testing laboratories must have sufficient experience in making the inspections, sampling, or testing they will be required to complete. Where sufficient evidence or knowledge of the testing laboratory is not available, the Construction Manager shall have the right to require the Contractor to use the same testing lab selected by the Owner or to submit names of other laboratories that will be acceptable to the Construction Manager and the Owner at no additional cost to the Owner.
- G. Test procedures to be used shall be submitted for approval of the Construction Manager where other than those specified are recommended by the testing agency.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 SOIL COMPACTION TESTING

- A. The Contractors for the Work of Section 02300 - Earthwork, Site and Building shall cooperate and coordinate with the qualified soil testing and inspection service for quality control testing during earthwork operations as follows:
1. Field density test reports.
 2. One optimum moisture-maximum density curve for each type of soil encountered.
 3. The Contractor shall arrange for Soils Landscape Architect to be on the site for observation and testing during times when the following operations are being performed.
 - a. Proofrolling.
 - b. Compaction of subgrades and fill. During compaction operations, the Soils Landscape Architect shall carefully monitor existing foundations to detect possible foundation movements. If movement is detected, Work shall be stopped and the Architect immediately notified.
- B. Percentage of Maximum Density Requirements: Provide not less than following percentages

of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place.

1. Foundations: Compact top 12 inches of subgrade and each 8-inch layer of backfill or fill material to 98 percent Modified Proctor maximum dry density.
2. Building Slabs and Steps: Compact top 12 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
3. Lawn, Unpaved Areas, and Borrow Pit: Compact top 6 inches of subgrade and each 8 inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
4. Walkways: Compact top 6 inches of subgrade and each 8-inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
5. Pavements: Compact top 12 inches of subgrade and each 8-inch layer of backfill or fill material to 95 percent Modified Proctor maximum dry density.
6. Underground Utilities: Provide the preceding requirements for the respective utility location(s).
7. Storm Piping Outside Building
 - a. Bedding shall begin by placing 4 to 6 inch bedding of the approved backfill material and compacting to between 85 to 90 percent Modified Proctor maximum dry density. The width of the bedding shall be the diameter of the pipe plus 2 feet.
 - b. Haunching shall consist of placing the approved backfill material to the spring line of the pipe and compacting to between 85 to 90 percent Modified Proctor maximum dry density. This lift shall not exceed 9 inches loose. The pipe bedding and flow line shall not be disturbed as a result of the haunching operation.
 - c. Initial backfill shall consist of placing the approved backfill material to the top of the pipe and compacting to between 85 to 90 percent Modified Proctor maximum dry density. This lift shall not exceed 9 inches loose. Crushed or buckled pipe as a result of the backfilling operations will be removed and replaced with no additional payment.
 - d. Initial backfill shall continue in 6-inch lifts with the approval backfill material to a depth of 12 inches above the pipe.
 - e. Finish backfilling of the trench shall consist of placing the approved backfill or material from the trench excavation in 6-inch lifts to the grade of the trench. Finish backfilling within paved areas shall continue to the base of the compacted aggregate with the approved backfill material.
8. Retaining Walls: Compact each 8-inch layer of backfill or fill material to 95 percent Standard Proctor maximum dry density.

C. Quality Control Testing During Construction: Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon. Tests of subgrades and fill layers will be taken as follows:

1. Footing Subgrade: For each strata of soil on which footings will be placed, conduct at least one test to verify required design bearing capacities. Subsequent verification and approval of each footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to Architect, except that a minimum of one test shall be performed for each 15,000 sq.ft. of building area.
2. Paved Areas and Building Slab Subgrade: Make at least one field density test of

subgrade for every 2,000 sq.ft. of paved area or building slab, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 2,000 sq.ft. of overlaying building slab or paved area, but in no case less than 3 tests.

3. Foundation and Retaining Wall Backfill: Take at least 2 field density tests, at locations and elevations as directed.
 4. Trench Backfill: For each compacted backfill layer make one field density test between each drainage structure.
- D. If, in the opinion of the Architect, based on reports of testing service and inspection, subgrade or fills which have been placed are below specified density, additional compaction work and testing shall be provided by the Contractor for the Section of Work involved at no additional expense, until subgrades or fills meet or exceed specified density.

3.02 BITUMINOUS PAVING TESTING

- A. The Contractor for the Work of Section 02745 – Bituminous Concrete Pavement shall cooperate and coordinate with the qualified testing laboratory to perform field inspection of the pavement work, unless specifically noted otherwise.
- B. Field quality control testing shall be performed during paving operations. Perform the following sampling and testing of asphalt concrete mixtures for quality control during paving operations. Record the locations where samples are taken to correlate with subsequent testing.
- C. Test uncompacted asphalt concrete mix and report the following:
 1. Sampling: AASHTO T168 (ASTM D979).
 2. Asphalt Cement Content: AASHTO T164 (ASTM D2172).
 3. Perform at least one initial test for paving, unless otherwise specified or directed.
- D. Test in-place, compacted pavement for density and thickness, as herein specified. Perform one test for each 500 sq.yds., but not less than one test per day, unless otherwise specified or directed.
- E. The Contractor shall pay for and perform additional Work and testing as may be required if any of the previous tests indicate insufficient values or if directed by the Architect. Continue Work and testing until specified values have been attained.
- F. Asphalt concrete material not complying with specified requirements will not be acceptable. The Contractor shall repair or remove and replace defective paving as directed by the Architect, at no additional cost to the Owner.

3.03 INSPECTION OF REINFORCING STEEL PLACEMENT

- A. The Contractor for the Work of Section 03300 - Cast-In-Place Concrete, shall cooperate and coordinate with the testing laboratory to perform field inspection of the placement of

reinforcing steel prior to, and in some specified instances during the placement of concrete in all reinforced concrete structures, unless specifically noted otherwise.

- B. Inspection shall include the following:
1. All Structures:
 - a. Size of all reinforcing bars.
 - b. Measurement of bar laps.
 - c. Spacing of reinforcing bars.
 - d. Measurement of reinforcing concrete cover.
 - e. Adequacy of reinforcement ties to prevent movement during concrete placement.
 - f. Placement of reinforcing chairs, bolsters, and concrete blocks supporting reinforcement.
 - g. Condition of reinforcing free of corrosion scale, grease, oil, and other foreign materials which would reduce bond of concrete to reinforcement.
 2. Slabs-on-Grade:
 - a. Nominal size of welded wire fabric.
 - b. Measurement of fabric lap.
 - c. Type, size, and spacing of supports for welded wire fabric.
 - d. Adequacy of maintaining welded wire fabric in correct position during the concrete placement. If concrete workers walk on fabric during concrete placement, is fabric lifted back in to correct position prior to set of concrete. (THE TESTING LABORATORY SHALL BE PRESENT DURING THE PLACEMENT OF SLABS-ON-GRADE THAT USE WELDED WIRE FABRIC OR REINFORCING STEEL BARS).
 - e. Slabs-on-grade with fibrous reinforcement do not require this inspection.
- C. Report inspection results in writing to the Architect, Construction Manager, and Contractor the same day that tests are made. Reports shall indicate the specific structural items inspected and the location, with column grid references, where possible to clearly indentify the inspected items.
- D. Additional Inspections: Where inspections indicate deficiencies and concrete placement is made prior the correction and retesting of these deficiencies or where concrete placement of any structural item is made without this required inspection, the testing laboratory shall conduct additional tests, including concrete coring, magnetic detection devices, sonic testing devices, and other methods as required to verify the conformance of the reinforcing steel placement to the Contract Documents. The Contractor shall pay for such inspections conducted and other additional inspections as may be required when unacceptable or uninspected reinforcing steel placement is verified.

3.04 CONCRETE TESTING

- A. The Contractor for the Work of 03300 - Cast-In-Place Concrete, shall cooperate and coordinate with the qualified testing laboratory to perform field quality control testing during concrete work under Division 3.
- B. Quality Control Testing During Construction: Perform sampling and testing for field quality control during the placement of concrete, as follows:

1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94.
 2. Slump: ASTM C143, one test for each concrete load at point of discharge, and one for each set of compressive strength test specimens.
 3. Air Content: ASTM C231, pressure method; one for every other concrete load at point of discharge or when the indication of change requires.
 4. Compression Test Specimens: ASTM C31, one set of 4 standard cylinders for each compressive strength test, unless otherwise directed.
 - a. Cast and store 4 cylinders for laboratory cured test specimens and as specified in ASTM C31.
 5. Concrete Temperature: Test hourly when air temperature is 40 degrees F. and below and when 80 degrees F. and above; and each time a set of compressive test specimens is made.
 6. Compressive Strength Tests: ASTM C39, one set for each 100 cu.yds. or fraction thereof, of each mix design placed in a day or for each 5,000 sq.ft. of surface area placed, 1 specimen (lab cured) tested at 7 days, 2 specimens (lab cured) tested at 28 days, and 1 specimen (lab cured) retained in reserve for later testing if required.
 - a. When the frequency of testing will provide less than 5 strength tests for a given mix design, conduct testing strength tests for a given mix design, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
 - b. When the total quantity of a given mix design of concrete is less than 50 cu.yds. the strength tests may be waived by the Architect if, in his judgment, adequate evidence of satisfactory strength is provided.
 - c. When the strength of field-cured cylinders is less than 85 percent of companion laboratory cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
- C. Report test results in writing to the Architect, Contractor, and ready-mix supplier on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of Contractor, name of concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials, type and amount of fibrous reinforcement, compressive breaking strength, and type of break for both 7 day tests and 28 day tests.
- D. Additional Tests: The testing service will make additional tests of in-place concrete, as directed by the Architect, when test results indicate the specified concrete strengths and other characteristics have not been attained in the structure. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with ASTM C42 or by load testing specified in ACI 318 or other acceptable nondestructive testing methods, as directed. The Contractor shall pay for such tests conducted and other additional testing as may be required, when unacceptable concrete is verified.
- E. Evaluation of Quality Control Tests: Do not use concrete delivered to the final point of placement that has slump or total air content outside the specified values.
1. Compressive strength tests for laboratory-cured cylinders will be considered

satisfactory if the averages of all sets of 3 consecutive compressive strength tests results equal or exceed the 28-day design compressive strength of the type or class of concrete; and no individual strength test falls below the required compressive strength by more than 500 psi.

2. Strength tests of specimens cured under field conditions may be required by the Architect to check the adequacy of curing and protecting of the concrete placed. Specimens shall be molded by the field quality control laboratory at the same time and from the same samples as the laboratory cured specimens.
 - a. Provide improved means and procedures for protecting concrete when the 28 day compressive strength of field cured cylinders is less than 85 percent of companion laboratory cured cylinders.
 - b. When laboratory cured cylinder strengths are appreciably higher than the minimum required compressive strength, field-cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85 percent criterion is not met.
 - c. If individual tests of laboratory cured specimen produce strengths more than 500 psi below the required minimum compressive strength or if tests of field cured cylinders indicates deficiencies in protection and curing; provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low-strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question may be required.
3. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests would be considered deficient in strength.

F. Deficient concrete shall be removed and replaced by the Contractor without additional cost to the Owner.

3.05 CONCRETE MATERIALS AND MIX DESIGN

A. Concrete Materials and Mix Design: The Contractor(s) for Section 03300 - Cast-In-Place Concrete shall provide the following in conformance with the requirements of Section 03300 - Cast-In-Place Concrete.

1. Ready-mixed concrete shall be mixed and delivered in accordance with ASTM C94.
2. Product Data: Submit 3 copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures, bonding agents; waterstops, joint systems, chemical floor hardeners, and dry shake finish materials.
3. Laboratory Test Reports: Submit 2 copies of laboratory test reports for concrete materials and mix design tests. The Architect's review will be for general information only. Production of concrete to comply with specified requirements is the Contractor's responsibility.
4. Mix Design: Submit 3 copies of concrete mix designs for each type of mix required by the Concrete Schedule indicating the amount of each ingredient (by weight) in one cubic yard of concrete, the calculated water/cement ratio, and the slump, two weeks prior to placement of concrete.

- B. Tests for Concrete Materials
 - 1. For normal weight concrete, test aggregates by the methods of sampling and testing of ASTM C33.
 - 2. For lightweight concrete, test aggregates by the methods of sampling and testing of ASTM C330.
 - a. For Portland cement, sample the cement and determine the properties by the methods of test of ASTM C33.
 - 3. Submit written reports for each material sampled and tested, prior to the start of Work. Provide the project identification name and number, date of report, name of Contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- C. Submit signed statement from ready-mix plant that concrete furnished for the Project will exactly conform to the approved design mixes.

3.06 TESTS FOR FF/FL: Refer to Section 03300 - Cast-In-Place.

3.07 TESTS FOR MORTAR

- A. The Contractor for the Work of Section 04200 – Masonry Units, shall cooperate with a qualified testing laboratory to perform field quality control testing during the masonry work under Section 04060 – Masonry Mortar, unless specifically noted otherwise.
- B. For colored and noncolored mortars test for compressive strength by the methods of sampling and testing of ASTM C109 and ASTM C780.
 - 1. Provide a minimum of one set of cubes for testing per 5,000 sq.ft. of masonry wall construction and as directed by Architect.
- C. Submit written reports for each material sampled and tested. Provide the project identification name and number, date of report, name of contractor, name of testing service, source of aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results. Indicate whether or not material is acceptable for intended use.
- D. If the compressive strength tests fail to meet the minimum requirements specified; the mortar represented by such tests would be considered deficient in strength.
- E. Deficient mortar shall be removed and replaced by the Contractor without additional cost to the Owner.

3.08 TESTS FOR GROUT

- A. The Contractor for the Work of Section 04200 – Masonry Units, shall cooperate with a qualified testing laboratory to perform field quality control testing during the masonry work under Section 04070 – Masonry Grout, unless specifically noted otherwise.
- B. Grout for filling reinforced or unreinforced concrete masonry cores or brick cavities test for

compressive strength by methods as described in Section 04070 - Masonry Grout.

1. Provide a minimum of one set of 3 test specimens for testing per 5000 square feet of masonry wall construction or for each ready mix truckload of grout and as directed by the Architect.
- C. Submit written reports for each material sampled and tested. Provide the project identification name and number, date of report, name of Contractor, name of testing service, source of aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, specific location where material represented by sample is used, slump and compression test results. Indicate whether or not material is acceptable for intended use.
- D. If the compressive strength tests fail to meet the minimum requirements specified; the grout represented by such tests would be considered deficient in strength.
- E. Deficient grout shall be removed and replaced by the Contractor without additional cost to the Owner.

3.09 TESTS OF CONCRETE MASONRY PRISMS

- A. The Contractor for the Work of Section 04200 – Masonry Units, shall cooperate with a qualified testing laboratory to perform field quality control testing during the masonry work under Section 04200 – Masonry Units.
- B. When required by the Masonry Plan, construct a set of 3 masonry prisms using mortar and concrete masonry units to be used in the masonry work. Unless otherwise noted, construct prisms 8 inches by 8 inches by 16 inches high (nominal) in compliance with ASTM E447, Method B.
- C. When prism tests are required to establish the strength of masonry in lieu of Masonry Inspection, provide a minimum of one set of 3 masonry prisms for testing for each 5000 sq.ft. (gross) of masonry wall construction.
- D. Submit written reports for each prism tested. Provide the project identification name and number, date of report, name of Contractor, name of testing service, name of material suppliers, specific location where masonry represented by the prism is used, compression test strength results, and specified required strength.
- E. If the compressive strength tests fail to meet the minimum strength specified in the Plans, the masonry represented by the tests shall be considered deficient.
- F. When tests indicating deficient masonry represent masonry already constructed, such masonry shall be removed and replaced by the Contractor without additional cost to the Owner. In lieu of removal and replacement, additional cores may be grouted as required and directed by the Architect without additional cost to the Owner.

3.10 MASONRY INSPECTION

- A. Provide masonry construction inspection of concrete or brick masonry walls indicated as

requiring inspection on the Masonry Plans to insure that masonry construction is in conformance with the Contract Documents. Masonry inspection is required for those masonry elements that must be constructed to attain high design strengths.

- B. Inspection shall use NCMA-TEK 18-3 Quality Assurance as a guideline.
- C. The individual or individuals who will perform the masonry inspection shall be present for the Premasonry Conference.
- D. The masonry inspector shall prepare a written report or reports for each day of inspection. Masonry Inspection Report (01450-S), following this Section, shall be used for all inspection reports.
- E. The masonry inspector shall be present and observe all masonry construction operations in walls requiring inspection. The masonry inspector shall be present at the project site within sufficient time, in advance of grouting operations, to inspect the construction to insure its conformance to the Contract Documents and that grouting may proceed. No grouting shall be permitted unless the masonry inspector is present and has indicated that the masonry construction is properly prepared for the grouting operation.

3.11 WELDING QUALITY CONTROL

- A. Welding operators shall be qualified under the provisions of the AWS Structural Welding Code on test pieces in positions and with clearances equivalent to those actually to be encountered in construction. Welders shall make only those types of welds for which they are specifically certified.
- B. All welds shall be visually inspected according to AWS D1.1, unless special testing is specified on the drawings.
 - 1. A qualified inspector, acceptable to the A/E, prequalified to make the weld being inspected, shall visually inspect welds, indicated as requiring visual inspection. The American Welding Society Qualification Test shall prequalify welders and inspectors.
- C. The Contractor performing the welding requiring visual inspection shall coordinate with a qualified testing service, acceptable to the Architect to perform weld testing.
- D. Submit written reports for each weld tested. Provide project identification and number, date of report, name of Welding Contractor, name of testing service, location of weld, type of weld, and test results. Indicate whether or not weld is acceptable for intended use.
- E. If by inspection welds fail to meet minimum acceptable criteria, the welds shall be cut out and replaced.
- F. All shear stud connectors shall be inspected per AWS D1.1 prior to concrete placement.
- G. All deck welds shall be inspected prior to concrete placement.

3.12 BOLTED STRUCTURAL CONNECTIONS QUALITY CONTROL

- A. The Contractor for the Work of Section 05100 - Structural Metal Framing, shall cooperate with a qualified testing laboratory, to perform field quality control inspection of slip-critical and snug-tight bolted connections.
- B. Inspection of slip-critical connections shall be visual. The inspector shall be present at the beginning of steel erection to insure that the erector is conforming to the Contract Documents and AISC Specifications. The inspector shall verify that the erector is marking the bolts and nuts prior to the turn-of-nut procedure. Ten percent of all slip-critical bolted connections shall be observed as they are installed. The erector shall correct any connections that, in the opinion of the inspector, do not meet the tightening requirements of the Contract Documents.
 - 1. Inspection of snug-tight connections shall be made by use of a spud wrench. Ten percent of all snug-tight bolted connections selected randomly over the entire limits of the building structure shall be tested to verify tightness. If more than 20 percent of the bolts tested do not meet the General Requirements of the Contract Documents, the erector shall be required to retighten all snug-tight bolted connections on the Project.

3.13 STRUCTURAL STEEL ALIGNMENT QUALITY CONTROL

- A. The Contractor for the Work of Section 05100 - Structural Metal Framing, shall cooperate with a qualified testing laboratory, to perform field measurement of structural steel beams, columns, joist, and deck alignment.
- B. Alignment shall be measured and compared to AISC "Code of Standard Practice for Steel Buildings and Bridges".
- C. The Testing Agency shall submit, to the Architect, a written report summarizing the measurements performed and the equipment used in the fieldwork. Where alignment fails to meet AISC requirements, the Contractor for the work in Section 05100 shall make the required corrections.

3.14 APPLIED FIREPROOFING QUALITY CONTROL

- A. The Contractor for Work of 07810 – Applied Fireproofing, shall cooperate with a qualified testing laboratory to perform field quality control testing of applied fireproofing.
- B. Testing Services: Testing and inspecting of completed applications of sprayed fire resistive material shall take place in successive stages, in areas of extent and using methods as follows. Do not proceed with application of sprayed fire resistive material for the next area until test results for previously completed applications of sprayed fire resistive material show compliance with requirements. Tested values must equal or exceed values indicated and required for approved fire resistance design.
 - 1. Thickness for Floor, Roof, and Wall Assemblies: For each 1000 sq.ft. area, or partial area, on each floor, from the average of 4 measurements from a 144 sq.in. sample area, with sample width of not less than 6 inches per ASTM E605.
 - 2. Thickness for Structural Frame Members: From a sample of 25 percent of structural members per floor, taking 9 measurements at a single cross section for structural

frame beams or girders, 7 measurements of a single cross section for joists and trusses, and 12 measurements of a single cross section for columns per ASTM E605.

3. Density for Floors, Roofs, Walls, and Structural Frame Members: At frequency and from sample size indicated for determining thickness of each type of construction and structural framing member, per ASTM E605 or AWCI Technical Manual 12A, Section 5.4.5, "Displacement Method."
 4. Bond Strength for Floors, Roofs, Walls, and Structural Framing Members: For each 10,000 sq.ft. area, or partial area, on each floor, cohesion and adhesion from one sample of size indicated for determining thickness of each type of construction and structural framing member, per ASTM E736.
 5. If testing finds applications of sprayed fire resistive material are not in compliance with requirements, testing and inspecting agency will perform additional random testing to determine extent of noncompliance.
- C. Remove and replace applications of sprayed fire resistive material where test results indicate that it does not comply with specified requirements for cohesion and adhesion, for density, or for both.
- D. Apply additional sprayed fire resistive material per manufacturers written instructions where test results indicate that thickness does not comply with specified requirements.

3.15 PAINTING QUALITY CONTROL

- A. The Contractor for the Work of Section 09910 - Paints, shall cooperate with a qualified testing laboratory to perform field quality control testing of painted finishes.
- B. Wet Film Thickness
1. Wet film thickness shall be tested at the rate of one reading per 1000 sq.ft. of painted surface. Ten random locations for readings will be chosen throughout building.
 2. Wet film thickness shall be as specified in Section 09910 - Paints; or if not specified, as specifically recommended by the paint manufacturer for the type of substrate, type of paint and system used, and application methods and coverage requirements.
 3. Testing Instrument
 - a. Wet Film Thickness Gage, KTA-Tator, Inc., Pittsburgh, PA.
- C. Dry Film Thickness
1. Dry film thickness shall be tested at the rate of 5 readings per 100 sq.ft. of painted surface. Twenty random locations for readings will be chosen throughout the building.
 2. Average of all readings for a given area or surface are to be within the dry film thickness range specified in Section 09910 - Paints, and no individual reading should be more than 20 percent below the specified dry film thickness.
 3. Testing instruments; shall be destructive or nondestructive type applicable for the type of substrate the coating is applied to. The following lists acceptable types of testing instruments:
 - a. Type I, (Magnetic Pull-Off) Dry Film Thickness Gage, KTA-Tator, Inc., Pittsburgh, PA.

- b. Fixed Probe Dry Film Thickness Gage - Elcometer 345 Basic, KTA-Tator, Inc., Pittsburgh, PA.
- c. Fixed Probe Dry Film Thickness Gage - Elcometer 345 Top, KTA-Tator, Inc., Pittsburgh, PA.
- d. Fixed Probe Dry Film Thickness Gage - Elcometer 300F-P2, KTA-Tator, Inc., Pittsburgh, PA.
- e. Type II - Fixed Probe Dry Film Thickness Gage - Minitest 200F, KTA-Tator, Inc., Pittsburgh, PA.
- f. Fixed Probe Dry Film Thickness Gage - Positector 6000-F1, KTA-Tator, Inc., Pittsburgh, PA.
- g. Fixed Probe Dry Film Thickness Gage - Positector 6000-F3, KTA-Tator, Inc., Pittsburgh, PA.

- h. Fixed Probe Dry Film Thickness Gage - Quanix 2200, KTA-Tator, Inc., Pittsburgh, PA.
- i. Fixed Probe Dry Film Thickness Gage - Quanix 2300, KTA-Tator, Inc., Pittsburgh, PA.
- j. Destructive Dry Film Thickness - Tooke Gage, KTA-Tator, Inc., Pittsburgh, PA.

3.16 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services performed on Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies including defects in visual qualities of exposed finishes. Except as otherwise indicated, comply with requirements of Contract Documents for "Cutting and Patching." Protect Work exposed by or for service activities and protect repaired Work. Repair and protection is Contractor's responsibility, regardless of assignment of responsibility for inspection, testing, or similar service.

END OF SECTION

SPECIAL PROVISIONS 1630 - PRODUCTS AND SUBSTITUTIONS

Supplemental to GDOT Standard Specification;

PART 1 - GENERAL

1.1 SPECIFIED

- A. All substitutes to products/materials noted as "or approved equal" shall be submitted in writing five days (5) prior to bidding.
- B. When products are specified by ASTM or other reference standards, the Contractor may select any product by any manufacturer meeting this standard.
- C. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any of the products or manufacturers listed, if that product is pre-approved by the Project Landscape Architect.
- D. Where the specifications are based on products of one manufacturer and equivalent products of other listed manufacturers are indicated as acceptable, furnish only products compatible in quality to the "Base Specifications" as judged by the Landscape Architect.

1.2 SUBSTITUTIONS

- A. Submit requests for substitutions of products in place of those specified within 30 days of receipt of Notice to Proceed.
- B. The Landscape Architect may consider requests for substitutions of products under the following conditions:
 - 1. Accompany the request with complete data on the proposed substitution, substantiating compliance with the Contract Documents.
 - 2. Include product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts. Supply samples when requested by the Landscape Architect.
- C. Requests for substitution, when forwarded by the Contractor to the Landscape Architect, are understood to mean that the Contractor:
 - 1. Has investigated the proposed substitute product and determined that it is equal to or superior in all respects to that specified;
 - 2. Will provide the same or superior guarantee for the substitution that would be supplied for the original product;
 - 3. Will coordinate the installation of the substitute (if accepted), making such changes as may be required for the Work to be completed in all respects.
- D. Substitutions will not be considered under the following conditions:

1. When indicated or implied on shop drawings submissions without the formal request required (see Paragraphs B and C above).
 2. They require a substantial revision of the Contract Documents in order to accommodate their use.
- E. It is the Contractor's responsibility to see that substitutions approved by the Landscape Architect meet space, functional, finish, aesthetic, and operational requirements. Burden of proof for consideration of comparable items rests with the Contractor requesting approval.
- F. Samples submitted may be retained by the Landscape Architect as a standard for Work.
- G. Landscape Architect may deny a substitution solely on the basis of aesthetic preference.

1.3 STANDARDS

- A. Wherever reference is made in the technical sections to reference specifications, the edition in effect (including amendments, additions and modifications) on date of these specifications governs (unless otherwise stated). Where specific articles, Sections, Divisions or headings are not given, such specifications apply in full. Provisions in the standard reference which conflict with the Contract Documents governing this work are hereby voided.
- B. If requested, furnish certificates from manufacturers to the effect that products provided for this Work comply with the reference requirements specified.

1.4 LANDSCAPE ARCHITECT'S REVIEW

- A. The Landscape Architect will review properly submitted requests for substitutions and if accepted will issue an addendum. Proposed substitutions not listed by addendum are not approved.

1.5 APPROVAL AND ACCEPTANCE OF SUBSTITUTIONS

- A. Approval and acceptance (in these specifications) means approval and acceptance by the Landscape Architect or his authorized representative. Acceptance of substitutions by the Landscape Architect will not bind the Owner in case of proven defective work or other violation of the contract. Approval of substitutions will not constitute acceptance in case such items are found not to comply with specification requirements.
- B. Upon receipt of a request for substitution, the Landscape Architect may approve a manufacturer as being acceptable without approving a specific manufacturer's product.
- C. The approval of substitution requests does not alleviate the requirement for submittals as required in each specification section.

END OF SECTION

SPECIAL PROVISIONS 1700- PROJECT CLOSEOUT

Supplemental to GDOT Standard Specification;

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Administrative and procedural requirements, including the following:
 - 1. Inspection procedures and preparation of punchlist.
 - 2. Record Document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific activities are included in the appropriate Specification sections.
- C. Contractor's superintendent, or other representative approved by the Landscape Architect, must remain on site full-time until all items of the final punchlist are completed.

1.2 PROCEDURES FOR SUBSTANTIAL COMPLETION

- A. Before requesting inspection for Certification of Substantial Completion, submit the following.
 - List exception.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100% completion for Work claimed as substantially complete. Include supporting documents as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 2. Statement advising Owner of insurance changeover requirements.
 - 3. Warranties, workmanship bonds, maintenance agreements, final certification and similar documents.
 - 4. Releases allowing Owner unrestricted access to the Work. Include occupancy permits, operating certificates and similar documents.
 - 5. Deliver tools, spare parts, extra stock, and similar items to Owner.
 - 6. Make final changeover of permanent locks and transmit keys to Owner.
 - Advise
 - Owner's personnel of changeover in security provisions.
 - 7. Complete start-up testing of systems. Instruct Owner's personnel in operations and maintenance. Remove temporary facilities, construction tools, and similar elements.
 - 8. Total DBE percentage and reports for the project.

9. Proposed Maintenance Schedule.
10. Copy of Certified Payroll Forms.
11. Guarantees
12. 1589- Form.
13. FHWA-47 form
13. Executed copies of Payment Bond and Performance Bond

B. Before requesting Landscape Architect's inspection, Contractor is to perform his own

punchlist. Submit a signed copy to the Landscape Architect, verifying that all items are complete.

C. At Contractor's request, Landscape Architect will visit the project and either inspect Work or advise of requirements not met. Following first Landscape Architect's inspection, he will either prepare the Certificate of Substantial Completion or advise Contractor of work to be performed. Landscape Architect will repeat inspection when advised Work is Substantially Complete. Results of completed inspection make up initial "punchlist" for Final Acceptance.

1.3 PREREQUISITES OF FINAL ACCEPTANCE

- A. Before requesting inspection for certification of final acceptance and final payment, complete the following. List known exceptions.
1. Final Payment Request with release of liens and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations.
 2. Updated final statement accounting for final changes to Contract Sum.
 3. Certified copy of Landscape Architect's Final Inspection stating that each item has been completed or otherwise resolved for acceptance and the list has been endorsed and dated by the Landscape Architect.
 4. Consent of surety.
 5. Evidence of final, continuing insurance coverage per insurance requirements.
- B. On receiving Contractor's notice that Work is complete, including punchlist items and excluding items delayed because of acceptable circumstances, Landscape Architect will reinspect the Work and verify that the work is complete or advise Contractor of unfulfilled obligations.

1.4 RECORD DOCUMENTS SUBMITTALS

- A. Do not use Record Documents for construction purposes; protect from deterioration in a secure location; accessible to Landscape Architect.
- B. Maintain a clean set of prints of Contract Drawings and Shop Drawings as follows:
1. Show variations from work as originally shown. Mark the drawing most capable

- of showing conditions fully and accurately.
2. Where Shop Drawings are used, record cross-references on Contract Drawings.
 - Pay attention to concealed items that would be difficult to measure and record later.
 3. Mark record sets with red erasable pencil.
 4. Mark new information important to Owner, but excluded on Contract Drawings or Shop Drawings.
 5. Note related Change Order numbers.
 6. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and provide identification on cover of each set.
 7. Submit as built electronic file to Landscape Architect for review and comment.
 8. Address Landscape Architect comments of as-built plans
 9. Landscape Architect will review and forward to Owner.
- C. Keep changes to the work and keep document as directed in "B" above. Print copies of up- dated record drawings and submit monthly with pay request. Upon completion of the project, make final changes to electronic files and submit as "record documents".
- D. Maintain one copy of Specifications, Addenda, Change Orders and similar modifications.
Upon completion of Work submit to Landscape Architect for Owner's records.
- E. Maintain one copy of each Product Data submittal. Upon completion of Work submit to
Landscape Architect for Owner's records.
- F. Organize Maintenance/Operating Manual information into two-inch, three-ring vinyl covered binders, identified and thumb tab indexed. Include emergency instructions, spare parts list, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, Shop Drawings and Product Data. Label each binder.

PART 2 - PRODUCTS (Not

Applicable) PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Arrange for each installer of work requiring continuing maintenance to meet with Owner's personnel at Project site for instruction.
 1. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards and cleaning procedures.
 2. Review procedures for warranties, maintenance, and bonds.

3.2 FINAL CLEANING

- A. Cleaning during construction is required by the General Conditions.
- B. Clean each surface to condition expected for a first-class cleaning and maintenance program.
 - Comply with manufacturer's instruction:
 - 1. Remove labels not required as permanent.
 - 2. Restore reflective surfaces to original condition.
 - 3. Clean exposed, hard-surfaced finishes of dirt, dust, stains and films.
 - 4. Clean surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Clean Project site of litter and foreign substances. Sweep paved areas and remove stains, petro-chemical spills and other deposits.
- C. Remove temporary protection devices and facilities.
- D. Comply with safety standards and regulations for cleaning operations.
 - 1. Do not burn waste materials at site.
 - 2. Do not bury debris on Owner's property or discharge harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of lawfully.

END OF SECTION

Special Provision 9900- Painting

Supplemental to GDOT Standard Specification;

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall provide all equipment and materials and do all work necessary to perform all painting work, complete, as indicated on the Drawings and as specified.
- B. Site furniture items will arrive with a factory applied finish, with only abraded areas being touched-up in the field. All metal fabrications shall be shop primed and painted.

1.2 RELATED WORK

- A. The Contractor shall coordinate the work of this section with related work specified under other sections, including:

Railings and Metal Fabrications: Section 05500

1.3 SUBMITTALS

- A. The Contractor shall submit the manufacturer's literature on application instructions and label analysis for all paint being used.
- B. Where recommended application rates or schedules for a specified paint differ from those specified herein, the manufacturer's printed recommendations shall take precedence.

1.4 QUALITY ASSURANCE

- A. Except where higher standards are specified, materials and methods shall conform to the Painting and Decorating Contractors of America "Painting Specifications for Type 1 Recommended Jobs."

PART 2 - PRODUCTS

2.1 GENERAL

- A. For any given surface to be painted, the painting to be applied shall consist of one manufacturer's products, so as to ensure the integrity of the painting system.

- B. All materials shall be first quality and of the types and manufacturers listed. All materials shall be pure and unadulterated, delivered to the job site in the original, unbroken containers bearing the name, brand number and batch number for identification purposes.
- C. Products of Benjamin Moore, Sherwin-Williams, PPG, and Olympic are specified to set type and quality level required. Paints of other manufacturers will be accepted providing they are equivalent to the paints specified in color retention, resistance to weather, abrasion, chemical attack, texture and other significant features as determined by the Owner's Representative.
- D. To be considered as a substitution, the Contractor shall send to the Owner's Representative full manufacturer's technical and descriptive literature, in addition to the color samples.

2.2 PAINT SYSTEM FOR METAL FABRICATIONS

- A. Primer shall be Benjamin Moore, Salivate Metal Primer Sherwin-Williams, Speed hide Galvanized Steel Primer by PPG, or approved equal.
- B. Finish coats are specified in the construction documents or shall match the manufacture specifications for each of the products..

2.3 PAINT SYSTEM FOR OTHER METAL FURNISHINGS

- A. Paint for touch-up purposes shall match closely the adjacent finish.
- B. Primer shall be Latex (Primecoat by) Olympic, or comparable paint by Benjamin Moore, Sherwin Williams or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Surfaces shall be free of oil, dirt, grease, and other contaminants prior to painting. Surfaces requiring cleaning may be treated with mild solvents, such as xylol or mineral spirits, in order to ensure prior bonding of the primer to the metal surface.

3.2 APPLICATION

- A. Before starting work, all surfaces to be painted shall be inspected, and all defects noted. The commencement work by the Contractor shall indicate his acceptance of the surfaces.
- B. Paint materials shall be mixed thoroughly prior to commencement of painting operations. Thinning for application purposes may be done only accordance with the manufacturer's printed instructions.

- C. No paint shall be applied at temperatures below 50 degrees Fahrenheit, nor upon wet surfaces, nor under any other conditions that would leave finished work unsatisfactory. No paint finish shall be applied until the preceding coat is thoroughly dried, in accordance with the manufacturer's recommendations.
- D. Adjacent work and materials shall be protected from paint or stain spills or splashing by suitable drop cloths or other similar material. Upon completion, all damage, including paint spots, shall be repaired and work left in a satisfactory condition.
- E. Painted surfaces shall be protected from time of application to project completion.
- F. All surfaces not meeting the Owner's Representative's approval shall be repaired at the Contractor's expense.
- G. Dry film thickness for each coat shall be that thickness recommended by the paint manufacturer.
- H. All paint shall be applied under favorable conditions by skilled painters and shall be brushed out carefully to a smooth, even coating without runs or sags. Enamel shall be flowed on evenly and smoothly. Each coat of paint shall be allowed to dry thoroughly, not only on the surface, but throughout the thickness of the paint film before the next coat is applied. Finish surfaces shall be uniform in finish and color, and free from flash spots and brush marks.
- I. Spraying with adequate apparatus may be substituted for brush application of those paints and in those locations for which spraying is suitable.

3.3 PROTECTION AND FIELD TOUCH-UPS

- A. The Contractor shall take all necessary precautions during construction operations in order to minimize damage to shop-painted galvanized surfaces, including those of streetscape luminaries. Where surface damage occurs, such areas shall be touched-up with paint as provided by the manufacturer.
- B. Any paint leftover after field touch-ups shall be turned over to the Owner.

END OF SECTION