



**INVITATION TO BID #16ITB102572K-DB**

**PI 0006912  
SR 279 (OLD NATIONAL HIGHWAY)  
SIDEWALK IMPROVEMENTS  
Fulton County Project T209**

**For**

**DEPARTMENT OF PUBLIC WORKS**

**BID DUE DATE AND TIME: Monday, June 27, 2016 @11:00A.M.  
BID ISSUANCE DATE: Tuesday, May 17, 2016  
PRE-BID CONFERENCE DATE: Monday, June 13, 2016 @ 10:00A.M.  
PURCHASING CONTACT: Darlene A. Banks at (404) 612-7879  
E-MAIL: [darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING  
PUBLIC SAFETY BUILDING  
130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

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**INVITATION TO BID****#16ITB102572K-DB, PI 0006912 SR279 (OLD NATIONAL HIGHWAY) SIDEWALK IMPROVEMENTS – T209**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for **PI 0006912 SR279 (Old National Highway) Sidewalk Improvements – T209** will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **Monday, June 27, 2016**.

The Fulton County Government (“County”) 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.

**SCOPE OF WORK**

The construction of this project is federally funded and shall comply with all federal requirements. The project will connect pedestrians to three (3) planned activity centers, schools, parks and homes. The **Old National Highway Sidewalk Improvements** project includes 5 to 6-foot sidewalks on both sides of the road from 470 feet north of Flat Shoals Road to Sullivan Road and as fully described in the project design plans.

The Project consists of the following major elements: installation of curb and gutter (where needed), drainage structures and pipes, concrete sidewalks, signing and marking, mast arms landscaping and all associated Americans with Disabilities Act (ADA) improvements including handicap ramps and driveway upgrades. As a result of the construction, miscellaneous water line adjustments will be required to meters, valves and fire hydrants. All other required utility relocations will be handled directly by the utility owner.

**All bids shall be based on the project design plans. Bidders must be on the approved Georgia Department of Transportation’s (GDOT) contractor or sub-contractors list.**

**This project has a mandatory Disadvantage Business Enterprise (DBE) goal requirement of seventeen percent (17%). The Department reserves the right to reject and disqualify any proposal if the bidder has failed to list bona fide DBE participants with sufficient participation to achieve at least the established goal.**

**The Department may consider for award a bid with less participation than the established goal if both:**

- **the bidder can demonstrate that no greater participation could be obtained;**
- and**

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

### **METHOD OF SOURCE SELECTION**

This procurement is being conducted in accordance with all applicable provisions of the Georgia Department of Transportation, Standard Specifications Construction of Transportation Systems.

### **PERMITS [Required]**

All anticipated federal, state and local permits required for the project have been obtained. Contractor will be required to obtain an NOI permit.

### **RIGHTS OF WAY/EASEMENTS [Required]**

All anticipated rights of way and easements have been obtained.

### **PROJECT REQUIREMENTS**

**Prequalification of Bidders:** Georgia Department of Transportation (“Department”) specification 102.01 governs this solicitation. Specification 102.01 states that before submitting a bid in excess of \$2,000,000, the Bidder must have been prequalified with the Department and received a Certificate of Qualification in accordance with the rules and regulations approved and adopted by the State Transportation Board. Bidders submitting bids of \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. In addition, the aggregate total amount of a non-prequalified Bidder may have under contract shall not exceed \$4,000,000. As part of the evaluation process for bidders, GDOT eligibility will be verified.

**Bidders intending to consistently submit Proposals shall prequalify at least once every two years. However, qualifications may be changed during that period upon the submission of additional favorable reports or upon unsatisfactory performance. In addition, the Department reserves the right at any time to require the Contractor to furnish a current financial and experience statement.**

**Liquidated Damages:** Liquidated damages shall apply in accordance with the State of Georgia Standard Specifications Section 108.08.

**Testing:** All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.

**Qualified Products List:** The Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

**Required Forms:** The completed DBE Goals Form, Federal Aid Certification and Georgia Security Immigration Compliance Act Affidavit shall be submitted with the bid.

### **BID DOCUMENTS**

This document and supporting documents can be downloaded at the Fulton County Website: <http://www.fultoncountyga.gov> under “Bid opportunities”. The Bid Documents and Drawings for this project may be examined and copies obtained at a cost of \$375.36 plus tax at the following location(s):

Action Blueprint  
2705 Monroe Drive  
Atlanta, Georgia 30324  
(404) 885-1433  
Web site: [www.actiondis.com](http://www.actiondis.com)

A viewing copy **(FOR VIEWING PURPOSES ONLY)** of the Drawings will be available in the Department of Purchasing & Contract Compliance Plan Room located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303.

### **PURCHASING CONTACT**

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government  
Department of Purchasing  
Attn: Darlene A. Banks  
Public Safety Building, 1<sup>st</sup> Floor  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Email: [darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)  
Fax: (404) 893-1745  
Reference Bid #16ITB102572K-DB

### **PRE-BID CONFERENCE**

Date: Monday, June 13, 2016

Time: 10:00A.M.

Location: Department of Purchasing Bid Conference Room  
Fulton County Government Center, Public Safety Building, 1<sup>st</sup> Floor  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303-3459

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the Pre-Bid Conference and will be addressed at the Pre-Bid Conference.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid Conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-Bid Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided at the Pre-Bid Conference binds the County. Only those responses to written questions that are responded to by the County in written communications via an addendum will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County

Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at email: [rhoolanda.stanberry@fultoncountyga.gov](mailto:rhoolanda.stanberry@fultoncountyga.gov).

### **BONDING REQUIREMENTS**

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance Bond in the amount of 100% of the contract amount and a Payment Bond in the amount of 110% of the contract amount, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

***END OF SECTION***

**OWNER - CONTRACTOR AGREEMENT**

**#16ITB102572K-DB; PI 0006912 SR279 (Old National Highway) Sidewalk Improvements – T209**

Contractor: \_\_\_\_\_ Project No. \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_ Facsimile: \_\_\_\_\_

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (if applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (**[\$[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: #16ITB102572K-DB

PI 0006912 SR279 (Old National Highway) Sidewalk Improvements – T209

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **273 available** days from issuance of the Notice to Proceed or the date work begins, whichever comes first. The term of the contract shall be for a period of 1,095 calendar days. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will

comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to its prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County 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 his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the

expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

SAMPLE

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

**FULTON COUNTY, GEORGIA**

**[Insert Contractor COMPANY NAME]**

\_\_\_\_\_  
John H. Eaves, Commission Chair  
Board of Commissioners

\_\_\_\_\_  
**[Insert Name & Title of person authorized to sign contract]**

ATTEST:

ATTEST:

\_\_\_\_\_  
Mark Massey  
Clerk to the Commission (Seal)

\_\_\_\_\_  
Secretary/  
Assistant Secretary  
  
(Affix Corporate Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
**[Insert Department Head Name]**  
**[Insert Department Head Title]**

END OF SECTION

## INSTRUCTIONS TO BIDDERS

### 1. **CONTRACT DOCUMENTS**

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

### 2. **BID PREPARATION**

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND THREE (3) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

### **3. RECEIPT AND OPENING OF BIDS**

Sealed bids will be received by the Fulton County Department of Purchasing & Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **16ITB102572K-DB, PI 0006912 SR279 (Old National Highway) Sidewalk Improvements – T209.**

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

### **4. ADDENDA AND INTERPRETATIONS**

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally. Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than 4:00 PM, Monday, June 20, 2016. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Department of Purchasing and Contract Compliance  
Attn: Darlene Banks, Assistant Purchasing Agent  
Fulton County Public Safety Building

130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 893-1745  
[darlene.banks@fultoncountyga.gov](mailto:darlene.banks@fultoncountyga.gov)  
Bid # 16ITB102572K-DB

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if any addend are issued to this Invitation to Bid.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

**5. SITE EXAMINATION**

There will not be a scheduled site visit for this project. However, bidders are encouraged to visit the project site on their own.

**6. BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS**

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

**7. BID AND CONTRACT SECURITY**

A bid bond is required for this project. A Bid Bond in an amount equal to five percent (5%) of the bid amount must accompany each Bid. The Bid Bond must be submitted with the Bid.

**Bids must be accompanied by a bid bond or certified check** in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing

agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is no longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **8. SURETY BONDS**

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- c. In accordance with Georgia law, and upon award of the Contract, a separate Performance Bond in the amount of 100% of the contract amount and a Payment Bond in the amount of 110% of the contract amount shall be required of the successful Bidder. The Performance Bond shall remain in effect for one (1) year after final acceptance of the Work of the guaranty period under the Contract, whichever is larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

## **9. INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided through the County's online insurance compliance system.

The County has implemented an online insurance compliance system designed to make the experience of submitting and retrieval of insurance information quick and easy. This system is designed to be used by insurance brokers and agents on behalf of their insurance clients for submittal of Certificates of Insurance ("COI") directly to the Fulton County Department of Purchasing. Instructions will be provided to the successful bidder.

## **10. RIGHT TO REJECT BIDS**

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject

to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

#### **11. APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code §102-488 et. seq., which is incorporated by reference herein.

#### **12. EXAMINATION OF CONTRACT DOCUMENTS**

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

#### **13. BID EVALUATION**

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed

Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

#### **14. AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
  - a. The completeness of all material, documents and/or information required by the County;

- b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

**B. Responsibility:** The determination of the bidder's responsibility will be determined by the following

- a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

#### **15. DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

#### **16. BASIS OF AWARD**

The Contract, if awarded, will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. (Section 103.02)

The low bid will be determined based on the sum of the base bid. The base bid is the amount upon which the Bidder will be formally evaluated and which will be used to determine the lowest reliable bidder.

No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond in the amount of 100% of the contract amount and a Payment Bond in the amount of 110% of the contract amount, **on or before** the issuance of Notice to Proceed. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

#### **17. GEORGIA UTILITY CONTRACTORS LICENSE (*APPLICABLE*)**

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). Bids for utility contracting projects must be from a licensed utility contractor and that licensed utility contractor must be the prime on this project. It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor for this project. Form C1: Georgia Utility Certification in Section 6. Purchasing Forms must be completed and submitted by the contractor performing the work.

#### **18. GENERAL CONTRACTORS LICENSE (*APPLICABLE*)**

General contractors are required to be licensed by the State of Georgia to perform the following work: construction, construction management services or design-build services as a prime contractor, joint venture partner or as a subcontractor to design professional acting as a prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law O.C.G.A. §43-41-17. If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

#### **19. PROFESSIONAL LICENSES (*NON-APPLICABLE*)**

The State of Georgia requires that the following professions are required by state law to be licensed:

- Electricians
- Plumbers
- Conditioned Air Contractors
- Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in

Section 6, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

## **20. DAVIS-BACON WAGE RATES**

This is a federally funded project and Davis-Bacon and related acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The current wage rate determination for this project is attached herein in Section 11.

## **21. NOTICE OF AWARD OF CONTRACT**

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

## **22. EXECUTION OF CONTRACT DOCUMENTS**

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the

bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

### **23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS**

This project has a mandatory Disadvantaged Business Enterprise (DBE) goal requirement of **Seventeen Percent (17%)**. The Department reserves the right to reject and disqualify any proposal if the bidder has failed to list bona fide DBE participants with sufficient participation to achieve at least the established goal.

The Department may consider for award a bid with less participation than the established goal if both:

The bidder can demonstrate that no greater participation could be obtained, and

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

### **24. JOINT VENTURE**

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

## **25. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 6, Purchasing Forms & Instructions for declarations and affidavits.

## **26. SUBCONTRACTING OPPORTUNITIES**

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

## **27. TERM OF CONTRACT**

The term of the Contract shall be for a period of 1,095 calendar days, or as may be amended under the Contract to comprise the Contract Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within Two Hundred Seventy Three (273) available days from issuance of the Notice to Proceed.

## **28. NO CONTACT PROVISION**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

## **29. AUTHORIZATION TO TRANSACT BUSINESS**

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

## **30. PRE-CONSTRUCTION CONFERENCE**

A Pre-Construction Conference shall be held with the successful Bidder with at a minimum, representatives from the County, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager at a time and place set by the County.

## **31. SUBSTITUTIONS**

See Special Conditions Article.

### **32. RIGHT TO PROTEST**

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

**33. SUBMITTALS**

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

|     | <b>Bid Submittal Check Sheet</b>   | <b>Check<br/>(√)</b> |
|-----|--|----------------------|
| 1.  | <b>Georgia Security and Immigration Contractor Affidavit(s) and Agreements</b>         |                      |
| 2.  | <b>Georgia Security and Immigration Subcontractor Affidavit(s)</b>                     |                      |
| 3.  | <b>Bid Form</b>  |                      |
| 4.  | <b>Acknowledgment of Addenda</b>   |                      |
| 5.  | <b>Bid Bond</b>  |                      |
| 6.  | <b>GDOT Non-Collusion Affidavit</b>  |                      |
| 7.  | <b>Federal Aid Certification</b>   |                      |
| 8.  | <b>Required Contractor Provisions Federal-Aid Construction Contracts</b>               |                      |
| 9.  | <b>Certificate of Acceptance of Request for Bid</b>                                    |                      |
| 10. | <b>Georgia Utility Contractor’s License (applicable)</b>                               |                      |
| 11. | <b>Georgia General Contractors License (applicable)</b>                                |                      |
| 12. | <b>Georgia Professional License (non-applicable)</b>                                   |                      |
| 13. | <b>Disclosure Form and Questionnaire</b>   |                      |
| 14. | <b>Disadvantage Business Enterprise (DBE) Forms (submitted in a separate envelope)</b> |                      |
| 15. | <b>Proof of Insurance Coverage</b>   |                      |

**END OF SECTION**

**BID FORM**

Submitted To: Fulton County Government

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

For: #16ITB102572K-DB, PI 0006912 SR 279(OLD NATIONAL HIGHWAY) SIDEWALK IMPROVEMENTS – T209

Submitted on \_\_\_\_\_, 20\_\_.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RELIABLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount in Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

A. The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT**

B.

| CONSTRUCTION ITEMS |                |      |   |           |            |
|--------------------|----------------|------|---|-----------|------------|
| PAY ITEM           | TOTAL QUANTITY | UNIT | DESCRIPTION   | UNIT COST | TOTAL COST |
| 150-1000           | 1              | LS   | TRAFFIC CONTROL – PI 0006912  |           |            |
| 210-0100           | 1              | LS   | GRADING COMPLETE – PI 0006912   |           |            |
| 231-1250           | 7              | EA   | MISC CONSTR, UNPAVED RDS, STS AND DRWAYS BUS SHELTER PAD                  |           |            |
| 231-1250           | 6              | EA   | MISC CONSTR, UNPAVED RDS, STS AND DRWAYS BUS BENCH PAD                    |           |            |
| 310-5060           | 1740           | SY   | GR AGGR BASE CRS, 6 INCH, INCL MATL                                       |           |            |
| 310-5120           | 89             | SY   | GR AGGR BASE CRS, 12 INCH, INCL MATL                                      |           |            |
| 402-3100           | 118            | TN   | REC AC 9.5 MM SP,TPI,GP1ORBL1,INCL BM&HL                                  |           |            |
| 402-3130           | 5              | TN   | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME |           |            |
| 402-3143           | 14.3           | TN   | RECYCLED ASPH CONC 25 MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME    |           |            |
| 402-3190           | 9              | TN   | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP1 OR 2, INCL BITUM MATL & H LIME    |           |            |
| 441-0104           | 11617          | SY   | CONC SIDEWALK, 4 IN   |           |            |
| 441-0106           | 199            | SY   | CONC SIDEWALK, 6 IN   |           |            |
| 441-4030           | 4476           | SY   | CONC VALLEY GUTTER, 8 IN  |           |            |
| 441-5002           | 1090           | LF   | CONC HEADER CURB, 6", TP 2  |           |            |
| 441-6022           | 8577           | LF   | CONC CURB & GUTTER, 6"X30"TP2   |           |            |
| 550-1180           | 20             | LF   | STORM DRAIN PIPE 18", H 1-10  |           |            |
| 610-6872           | 2              | EA   | REM STEEL STRAIN POLE   |           |            |

| CONSTRUCTION ITEMS |                |      |   |           |            |
|--------------------|----------------|------|---|-----------|------------|
| PAY ITEM           | TOTAL QUANTITY | UNIT | DESCRIPTION                                   | UNIT COST | TOTAL COST |
| 611-3000           | 10             | EA   | RECONSTR CATCH BASIN, GROUP 1                 |           |            |
| 611-5550           | 1              | LS   | RESET SIGN, STA-                              |           |            |
| 611-8050           | 26             | EA   | ADJUST MANHOLE TO GRADE                       |           |            |
| 636-1020           | 173            | SF   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3 |           |            |
| 636-1033           | 150            | SF   | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9 |           |            |
| 636-1041           | 32             | SF   | HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 |           |            |
| 636-2070           | 645            | LF   | GALV STEEL POSTS, TP 7                        |           |            |
| 639-2002           | 100            | LF   | STEEL WIRE STRAND CABLE, 3/8 IN               |           |            |
| 639-3001           | 2              | EA   | STEEL STRAIN POLE, TP 1                       |           |            |
| 652-5701           | 840            | LF   | SOLID TRAFFIC STRIPE, 24 IN, WHITE            |           |            |
| 652-5801           | 9945           | LF   | SOLID TRAFFIC STRIPE, 8 IN, WHITE             |           |            |
| 653-0110           | 5              | EA   | THERMOPLASTIC PVMT MARKING, ARROW, TP 1       |           |            |
| 653-0120           | 18             | EA   | THERMOPLASTIC PVMT MARKING, ARROW, TP 2       |           |            |
| 653-0210           | 12             | EA   | THERMOPLASTIC PVMT MARKING, WORD, TP 1        |           |            |
| 653-1501           | 531            | LF   | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE  |           |            |
| 653-1502           | 1220           | LF   | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW |           |            |
| 653-3501           | 0.301          | GLM  | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE   |           |            |
| 653-6004           | 596            | SY   | THERMOPLASTIC TRAF STRIPING, WHITE            |           |            |
| 653-6006           | 271            | SY   | THERMOPLASTIC TRAF STRIPING, YELLOW           |           |            |

| CONSTRUCTION ITEMS |                |      |  |           |            |
|--------------------|----------------|------|--|-----------|------------|
| PAY ITEM           | TOTAL QUANTITY | UNIT | DESCRIPTION  | UNIT COST | TOTAL COST |
| 657-1110           | 5240           | LF   | PREFORMED PLASTIC SOLID PVMT MKG, 11 IN, CONTRAST (BLACK-WHITE), TB PB       |           |            |
| 668-2100           | 1              | EA   | DROP INLET, GP 1   |           |            |
| 163-0240           | 92             | TN   | MULCH  |           |            |
| 163-0550           | 78             | EA   | CONSTRUCT AND REMOVE INLET SEDIMENT TRAP                                     |           |            |
| 165-0030           | 20256          | LF   | MAINTENANCE OF TEMPORARY SILT FENCE, TP C                                    |           |            |
| 165-0105           | 78             | EA   | MAINTENANCE OF INLET SEDIMENT TRAP   |           |            |
| 171-0030           | 20256          | LF   | TEMPORARY SILT FENCE, TYPE C   |           |            |
| 700-6910           | 1              | AC   | PERMANENT GRASSING   |           |            |
| 702-0006           | 250            | EA   | ABELIA X. 'ROSE CREEK', ROSE CREEK ABELIA                                    |           |            |
| 702-0395           | 136            | EA   | ILEX CRENATA 'SOFT TOUCH', SOFT TOUCH COMPACT HOLLY                          |           |            |
| 702-0507           | 455            | EA   | JUNIPERUS HORIZONTALIS 'ANDORRA', ANDORRA COMPACT JUNIPER                    |           |            |
| 702-0507           | 455            | EA   | JUNIPERUS HORIZONTALIS 'BLUE RUG', BLUE RUG JUNIPER                          |           |            |
| 702-0610           | 317            | EA   | LOROPETALUM CHINENSE 'PURPLE DIAMOND', PURPLE DIAMOND LOROPETALUM            |           |            |
| 702-0678           | 440            | EA   | MUHLENBERGIA CAPILLARIS, PINK MUHLYGRASS                                     |           |            |
| 702-0756           | 519            | EA   | PENNISETUM ALOPECUROIDES 'HAMELN', HAMELN FOUNTAIN GRASS                     |           |            |
| 702-0975           | 251            | EA   | RHAPHIOLEPIS X. DELACORRI 'GEORGIA PETITE', INDIAN HAWTHORN 'GEORGIA PETITE' |           |            |
| 702-9025           | 3642           | SY   | LANDSCAPE MULCH  |           |            |
| 754-4000           | 12             | EA   | WASTE RECEPTACLE UNIT  |           |            |
| 754-5000           | 6              | EA   | BENCH  |           |            |

| CONSTRUCTION ITEMS  |                |      |   |           |            |
|---------------------|----------------|------|---|-----------|------------|
| PAY ITEM            | TOTAL QUANTITY | UNIT | DESCRIPTION   | UNIT COST | TOTAL COST |
| <b>SIGNAL ITEMS</b> |                |      |   |           |            |
| 615-1100            | 974            | LF   | DIRECTIONAL BORE PIPE – 5 IN                                |           |            |
| 615-1100            | 488            | LF   | DIRECTIONAL BORE PIPE – 7 IN                                |           |            |
| 639-3004            | 5              | EA   | STEEL STRAIN POLE, TP IV                                    |           |            |
| 639-3004            | 1              | EA   | STEEL STRAIN POLE, TP IV WITH 45 ' MAST ARM                 |           |            |
| 639-3004            | 4              | EA   | STEEL STRAIN POLE, TP IV WITH 50 ' MAST ARM                 |           |            |
| 639-3004            | 1              | EA   | STEEL STRAIN POLE, TP IV WITH 55 ' MAST ARM                 |           |            |
| 639-3004            | 1              | EA   | STEEL STRAIN POLE, TP IV WITH 65 ' MAST ARM                 |           |            |
| 639-3004            | 1              | LF   | STEEL STRAIN POLE, TP IV WITH 45 ' AND 65 ' TANDEM MAST ARM |           |            |
| 639-3004            | 1              | LF   | STEEL STRAIN POLE, TP IV WITH 55 ' AND 65 ' TANDEM MAST ARM |           |            |
| 639-3004            | 1              | EA   | STEEL STRAIN POLE, TP IV WITH 40 ' AND 55 ' TANDEM MAST ARM |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 1                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 2                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 3                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 4                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 5                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 6                             |           |            |
| 647-1000            | 1              | LS   | TRAF SIGNAL INSTALLATION NO - 7                             |           |            |
| 647-2170            | 7              | EA   | PULL BOX, PB - 7  |           |            |

| CONSTRUCTION ITEMS              |                |      |   |              |              |
|---------------------------------|----------------|------|---|--------------|--------------|
| PAY ITEM                        | TOTAL QUANTITY | UNIT | DESCRIPTION   | UNIT COST    | TOTAL COST   |
| <b>SIGNAL ITEMS (continued)</b> |                |      |   |              |              |
| 647-3000                        | 27             | EA   | INTERNAL ILLUMIN ST<br>NAME SIGN  |              |              |
| 647-3100                        | 7              | EA   | INTERNAL ILLUMIN ST<br>NAME SIGN CONTR ASME                                     |              |              |
| 682-6233                        | 3412           | LF   | CONDUIT , NONMETL , TP 3,<br>2 IN   |              |              |
| 687-1050                        | 1              | LS   | TRAFFIC SIGNAL<br>DATABASE CONVERSION –<br>INTERGRATION TO FULTON<br>COUNTY TCC |              |              |
| 937-6050                        | 38             | EA   | INT VIDEO DET SYS<br>ASMBLY, TP A   |              |              |
| 937-6150                        | 1              | EA   | PROGRAMMING MONITOR ,<br>TP A   |              |              |
| 937-8000                        | 1              | LS   | TESTING – COMPLETE<br>SYSTEM – PI 0006912                                       |              |              |
| 937-8500                        | 1              | LS   | TRAINING – COMPLETE<br>SYSTEM – PI 0006912                                      |              |              |
| 977-0100                        | 7              | EA   | TRAVEL TIME STATION   |              |              |
| 977-0200                        | 1              | LS   | TRAVEL TIME SYSTEM<br>DATA PROCESSING   |              |              |
| <b>BASE BID AMOUNT</b>          |                |      |   |              | <b>\$</b>    |
|                                 | 1              | LUMP | GEORGIA POWER UTILITY<br>RELOCATIONS  | \$39,790.00  | \$39,790.00  |
|                                 | 1              | LUMP | POST DESIGN SERVICES  | \$40,000.00  | \$40,000.00  |
|                                 | 1              | LUMP | CONSTRUCTION<br>INSPECTION  | \$100,000.00 | \$100,000.00 |
|                                 | 1              | LUMP | TESTING ALLOWANCE   | \$20,000.00  | \$20,000.00  |
|                                 | 1              | LUMP | CONTINGENCY<br>ALLOWANCE (Owner<br>Controlled)                                  | \$125,000.00 | \$125,000.00 |
| <b>TOTAL BID AMOUNT</b>         |                |      |   |              | <b>\$</b>    |

C. The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

\_\_\_\_\_ Dollars

D. (\$\_\_\_\_\_) according to the conditions of "Instructions to Bidders" and provisions thereof.

E. The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

**END OF SECTION**

## **BID BOND**

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

**BID BOND**  
**#16ITB102572K-DB, PI0006912 SR279(OLD NATIONAL  
HIGHWAY) SIDEWALK IMPROVEMENTS – T209**  
**FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of \_\_\_\_\_ Dollars and Cents (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for #16ITB102572K-DB, PI0006912 SR279 (OLD NATIONAL HIGHWAY) SIDEWALK IMPROVEMENTS – T209, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; 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 COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) being in the amount of five percent (5%) of the Contract Sum.  
The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to  
execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish  
a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

(SEAL)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

(SEAL)

**END OF SECTION**

### **PAYMENT BOND**

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 110% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the “Principal”) and \_\_\_\_\_  
(hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”), its successors and assigns as obligee, in the penal sum of \_\_\_\_\_ **110% of Contract amount**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as **#16ITB102572K-DB, PI 0006912 SR279 (OLD NATIONAL HIGHWAY) SIDEWALK IMPROVEMENTS – T209**, as more particularly described in the Contract (hereinafter called the “Project”);

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

1. A “Claimant” shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

- construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
  7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

### **PERFORMANCE BOND**

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the “Principal”) and \_\_\_\_\_  
(hereinafter called the “Surety”), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the “Owner”), its successors and assigns, in the penal sum of \_\_\_\_\_ **100% of Contract amount**, lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter called the “Contract”), for construction-type services of a project known as **#16ITB102572K-DB, PI 0006912 SR279 (OLD NATIONAL HIGHWAY) SIDEWALK IMPROVEMENTS – T209**, as more particularly described in the Contract (hereinafter called the “Project”);

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

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

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

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

incurred by the Owner in making good any such failure of performance on the part of the Principal.

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

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

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

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

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

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

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

Attest:

\_\_\_\_\_  
Secretary

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

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

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Address of Surety's Home Office)

\_\_\_\_\_  
(Resident Agent of Surety)

**END OF SECTION**

## SECTION 5

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The construction of this project is federally funded and shall comply with all federal requirements. The project will connect pedestrians to three (3) planned activity centers, schools, parks and homes. The **Old National Highway Sidewalk Improvements** project includes 5 to 6-foot sidewalks on both sides of the road from 470 feet north of Flat Shoals Road to Sullivan Road and as fully described in the project design plans.

The Project consists of the following major elements: installation of curb and gutter (where needed), drainage structures and pipes, concrete sidewalks, signing and marking, mast arms landscaping and all associated Americans with Disabilities Act (ADA) improvements including handicap ramps and driveway upgrades. As a result of the construction, miscellaneous water line adjustments will be required to meters, valves and fire hydrants. All other required utility relocations will be handled directly by the utility owner.

The Scope of Work and Technical Specifications for this project consists of Bid Specifications may be found in the Bid Plans, which may be accessed in the Fulton County Purchasing Department's Plan Room or from ARC Document Solutions. (See the "Invitation to Bid" for details on how to secure a copy of the Bid Plans.)

## PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Georgia Security and Immigration Contractor Affidavit and Agreement
- Georgia Security and Immigration Subcontractor Affidavit
- GDOT Non-Collusion Certification
- Federal Aid Certification
- Required Contractor Provisions Federal-Aid Construction Contracts
- Buy America Provision
- Certificate of Acceptance of Request for Bid/Proposal Requirements
- Professional License Certifications (**see below**)
  - Georgia Utility License Contractor License (**applicable**)
  - Georgia General Contractors License (**applicable**)
  - Georgia Professional License (**non-applicable**)

## GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

### **Instructions:**

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT**

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<sup>1</sup> under a contract with **[insert name of prime contractor]** \_\_\_\_\_ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>\*[Any of the electronic verification of work authorization programs 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].

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**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>3</sup> under a contract with \_\_\_\_\_ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program\*,<sup>4</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

---

EEV/Basic Pilot Program\* User Identification Number

---

BY: Authorized Officer of Agent  
(Insert Subcontractor Name)

---

Title of Authorized Officer or Agent of Subcontractor

---

Printed Name of Authorized Officer or Agent

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

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<sup>3</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>4</sup>\*[Any of the electronic verification of work authorization programs 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].

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

NON-COLLUSION CERTIFICATION

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

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

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

Amendment Nos.: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5 \_\_\_ I understand that failure to confirm the receipt of amendments are 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.

(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)

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

(Notary Public)

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

(Federal 10 No./IRS No.)

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.)

# DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

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

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

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

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

### EXAMINATION OF PLANS AND SPECIFICATIONS

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

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

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

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

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

**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 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 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-LLLL, "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.

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

### **BUY AMERICA**

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**

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,
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.

## FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

**CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION  
(applicable)**

Contractor's Name: \_\_\_\_\_

Utility Contractor's Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE  
CERTIFICATION (applicable)**

Contractor's Name: \_\_\_\_\_

General Contractor's License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

**GEORGIA PROFESSIONAL LICENSE CERTIFICATION  
(non-applicable)**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**(ATTACH COPY OF LICENSE)**

## 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 that 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.

It is the policy of the Georgia Department of Transportation 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 manner.

**DBE GOAL:** 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 that 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 is it 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.

It is the Contractor's responsibility 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 that 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 that 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 of 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 proposed 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 DBE 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 rebuttably 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, Kirbati, 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; and
  - (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 that is -focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one that is, 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 is listed unless the contractor obtains the Department's written consent to substitute and, unless the Departments' 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 that portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) that is 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 that the DBE performs with its 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 Departments 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 provides 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 that owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
    - (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E) (2) (ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
    - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(4) You must determine the amount of credit awarded to a firm for provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.

(5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

(6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount underruns, the contractor will not be allowed to underrun the dollar amount of DBE participation except when the DBE subcontracted items themselves underrun.

## REPORTS

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

- B. In order to comply with 49CFR 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 copiers 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 may periodically request that certain information be supplied by the Contractor.
- 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 a reasonable effort to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Office of Contract Compliance shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs prior to execution per substitution form. 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 that 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 that are named by bidders.

Questions concerning DBE Certification should be directed to the EEO office at the Georgia Department of Transportation (404) 656-5323.

First Use 2013 Specifications: November 01, 2013

**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 along 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 taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS

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

PROJECT NAME & NUMBER: PI 0006912 SR 279 (Old National Hwy) Sidewalk Improvements, Fulton County

BID ISSUANCE DATE: \_\_\_\_\_

TOTAL BID AMOUNT: \$ \_\_\_\_\_

REQUIRED DBE GOAL ON THIS CONTRACT IS: 17 %

### **LIST OF DBE PARTICIPANTS**

| *VENDOR<br>NUMBER | DBE NAME/<br>ADDRESS<br>(CITY, STATE) | TYPE OF<br>WORK | RACE Neutral | Race<br>Conscious | *WORK<br>CODE | AMOUNT |
|-------------------|---------------------------------------|-----------------|--------------|-------------------|---------------|--------|
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
|                   |                                       |                 |              |                   |               |        |
| <b>TOTAL</b>      |                                       |                 |              |                   |               |        |

**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 below.

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

The Contractor shall indicate for each DBE and Scope 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.

PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

Per 49 CFR 26.55, "A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved". It is the primary responsibility of the Prime Contractor to ensure that the DBE is performing a CUF. The Department, as the contracting agency, has oversight responsibility to ensure that the Prime Contractor has effectively met this responsibility under its contract with the Department.

- > Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies. Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project.

|   |  |
|---|--|
| Project Number:<br>County:<br>Prime Contractor: | GDOT Reviewer:<br>Contractor's Representative Interviewed:<br>Review Date: |
|---|--|

DBE Name: \_\_\_\_\_

DBE is performing as a Contractor:      The Prime Contractor     A Subcontractor       A Tier Subcontractor

DBE is performing as a Material Supplier:    A Manufacturer       A Regular Dealer       A Broker

**Scope of Work**  
 Provide a brief description of the DBE's scope of work. (Refer to Subcontract Agreement and/or Purchase Order if needed.)

|   |                          | YES                      | NO                       |
|---|--------------------------|--------------------------|--------------------------|
| <b>A. Prime Contractor Interview and Subcontract Approval</b>   |                          |                          |                          |
| 1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the DBE performing <i>at least</i> 30% of their work described in the subcontract?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Does the DBE hauling firm own or lease their trucks? (Obtain copies of lease agreements, if applicable).....(NA <input type="checkbox"/> )   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>B. Field Observations during work inspection and Payroll Inspection</b>  |                          |                          |                          |
| 1. Is the DBE firm supervising its employees and their work?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the supervisor a full-time employee of the DBE?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are DBE leased trucks properly placard?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>C. Labor Interviews</b>  |                          |                          |                          |
| 1. Does the DBE have employees on the job to perform the work?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do the DBE's employees only work for the DBE?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>D. Material Invoice Inspection</b>   |                          |                          |                          |
| 1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?.....(NA <input type="checkbox"/> )  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>E. Commensurate</b>  |                          |                          |                          |
| 1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>F. Joint Checks... (if applicable)</b>   |                          |                          |                          |
| 1. Is the Prime paying the DBE and the DBE's Supplier with one check?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the Department approved the use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>G. CUF</b>   |                          |                          |                          |
| 1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and <b>contact your District EEO Officer at</b> _____)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**COMMENTS:** if any response recorded in section A- E is "no", comments explaining the "no" are mandatory. Attach a 2<sup>nd</sup> page if necessary.

**PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)****PERFORMING**

- a. DBE must be responsible for performing its own work on the project
- b. At least 30% of the work must be performed by the DBE with its own workforce
- c. The DBE keeps a regular workforce and has its own employees
- d. The DBE is utilizing its own equipment
- e. Operation of the equipment must be subject to the full control of the DBE

**RED FLAGS**

- A portion of the DBE's work being done by the Prime Contractor or jointly with another contractor
- Employee working for both the Prime and the DBE
- Equipment used by DBE belongs to the Prime Contractor or another contractor with no formal lease agreement
- Equipment signs and markings cover another contractor's identity

**RECORDS/DOCUMENTS**

- Subcontract Agreement or Purchase Order
- Equipment ownership, rental, or lease documents
- Certified payrolls

**MATERIALS (For material credit)**

- a. DBE is responsible for the delivery of the materials
- b. DBE is ordering the material and invoices indicate that DBE is the customer
- c. Material invoices indicate that DBE owner or Superintendent is the contact person
- d. Department has approved use of joint checks

**RED FLAGS**

- Materials for DBE credited work are delivered by the Prime Contractor
- Materials are ordered, billed to, and/or paid by the Prime Contractor
- Invoices do not indicate that DBE is the customer
- Prime's employee is listed as the contact person on invoices
- Materials come from Prime's stockpiles

**RECORDS/DOCUMENTS**

- Invoices
- Haul tickets or Bills of Lading
- Material on Hand documentation
- Joint check agreement
- Cancelled checks

**SUPERVISING**

- a. DBE supervisor is a full-time employee of the DBE
- b. Employees are being supervised by DBE supervisor
- c. DBE is scheduling work operations

**RED FLAGS**

- DBE's employees are being supervised by Prime Contractor or another contractor
- DBE provides little or no supervision of work
- DBE supervisor is not a full-time employee of the DBE

**RECORDS/DOCUMENTS**

- Certified Payrolls
- Document communication with DBE owner or Superintendent

## **SECTION 8**

### **INSURANCE REQUIREMENTS**

This section should contain the appropriate insurance information, forms and requirements for this project. Forward a copy of the Scope of Work to the Risk Manager specific to this project and insert the appropriate insurance requirements provided by the Risk Manager following this cover page.

### **Insurance and Risk Management Provisions Sidewalk Improvement Project Services**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

|                                |             |               |           |
|--------------------------------|-------------|---------------|-----------|
| Employer's Liability Insurance | BY ACCIDENT | EACH ACCIDENT | \$500,000 |
| Employer's Liability Insurance | BY DISEASE  | POLICY LIMIT  | \$500,000 |
| Employer's Liability Insurance | BY DISEASE  | EACH EMPLOYEE | \$500,000 |

**2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

|   |                   |             |
|---|-------------------|-------------|
| Bodily Injury and Property Damage Liability<br>(Other than Products/Completed Operations) | Each Occurrence   | \$1,000,000 |
|   | General Aggregate | \$2,000,000 |
| Products\Completed Operation  | Aggregate Limit   | \$2,000,000 |
| Personal and Advertising Injury   | Limits            | \$1,000,000 |
| Damage to Rented Premises   | Limits            | \$100,000   |

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Bodily Injury & Property Damage** Each Occurrence \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles).

**4. UMBRELLA LIABILITY**

(In excess of above noted coverages) Each Occurrence \$1,000,000

**Certificates of Insurance**

The aforementioned insurance policies shall contain or be endorsed to contain a Provision that coverage afforded under such policies shall not expire, be cancelled or altered without at least forty-five (45) days prior written notice to Fulton County Government. Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractors insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

**Important:**

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

**USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

**PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government'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 damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all

applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMETNIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

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

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECTION 9  
GENERAL CONDITIONS**

***PURCHASING REPRESENTATIVE, PLEASE BE SURE TO REVIEW THE GENERAL  
CONDITIONS WITH THE USER DEPARTMENT***

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### **00700-1 FAMILIARITY WITH SITE**

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

### **00700-2 CONTRACT DOCUMENTS**

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

#### Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a

written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

### **00700-3 DEFINITIONS**

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Addenda/Addendum – is a written amendment to an invitation to bid or request to proposal that changes the project specifications and is issued prior to bid opening which becomes a part of the specifications for the project.

Agreement – The written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Agreement Documents, executed on behalf of the Owner and the Contractor, also called Owner-Contractor Agreement.

Agreement Price – The sum specified in the Owner-Contractor Agreement to be paid to the Contractor in consideration of the Work.

Agreement Time – The number of calendar days stated in the Agreement Documents for the Substantial Completion of the Work or Final Completion of the Work, or the achievement of a specific interim milestone, as the context may require.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Application for Payment – The form approved by the Owner that is to be used by Contractor in requesting progress payments or final payment, together with such supporting documentation as is required in the Agreement Documents.

Bid – the formal process allowing prospective vendors to compete for goods and services sought by the County.

Base Bid or Base Proposal – means the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Bidder – Any person, firm, partnership, corporation or any combination thereof submitting a Bid for the Work.

Bonds – Bid, Performance Bonds, Payment Bonds, and other instruments of security furnished by Contractor and his surety in accordance with the Agreement Documents.

Bond means a written instrument of surety approved by the Owner with a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title One of the United States Code as security to the Owner, on behalf of a Bidder or the Contractor, to guaranty faithful performance of acts, duties or obligations under the Contract Documents and includes the following:

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

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Directive – A written order prepared by the Engineer or Construction Manager directing a change in the Work not involving an adjustment in the Contract Price or an extension of the time allowed for performance of the Work and not inconsistent with the intent of the Agreement Documents. Change Directives issued by the Engineer or Construction Manager shall be binding on the Owner and the Contractor. The Contractor shall carry out such written Change Directives promptly

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager – shall mean the individual designated in writing, by the Director of the Public Works/General Services Department as the Construction Manager.

Construction – Shall mean the actual site preparation, building and all related Work, including facility relocation and adjustments.

Construction Easement/Temporary Easement – Any space or area dedicated to the Owner or other entity for the purpose of utilities or location of utilities for a specific period of time.

Construction Equipment – Equipment used in the performance of the Work but not incorporated therein.

Contractor – shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents – include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written

amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price – The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time – shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

CPM Schedule – A logic tied computerized network schedule incorporating all elements of the Work, prepared and updated in accordance with the requirements of the Special Conditions, subject to approval of the Construction Manager or Engineer.

Day – A calendar day of twenty-four (24) hours lasting from midnight of one (1) day to midnight the next day.

Department – Shall mean the Department of Public Works/General Services.

Designer – Shall refer to the firm licensed to practice engineering in the State of Georgia that seals the plans and specifications prior to bid.

Director – Director of the Department of Public Works/General Services of Fulton County, Georgia or the designee thereof.

Drawings – That part of the Agreement Documents which show the shape, outlines, dimensions, characteristics, scope of and other similar requirements governing the Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Plans" and includes without limitation Standard Details and Drawings.

Equipment – Equipment incorporated or to be incorporated in the Work.

Final Completion – shall mean the completion of all work as required in accordance with the terms and conditions of the Agreement.

General Conditions – The General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.

GDOT – The Georgia Department of Transportation.

Inspector – The authorized representative of the Engineer or Construction Manager assigned to make detailed inspection of any or all portions of the Work or Materials thereof.

Liquidated Damages – shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

MARTA – Shall mean the Metropolitan Atlanta Rapid Transit Authority, or its designated legal representatives.

Materials – Any substance(s) specified for use in the performance of the contract work; materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

Modifications – Binding changes, addenda, revisions, or the like, to the Work or the Agreement Documents, including Changes to Work made by Change Order or Change Directive as required by GC-41.

Notice of Intent or Letter of Intent to Award – The written notice of the acceptance of the Bid from the Owner to the Contractor.

Notice to Proceed – A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Owner or County – shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Permanent Easement – Any space or area dedicated to the County or other entity for the purpose of constructing and/or maintain existing or future utilities.

Plans – That portion of the Agreement Documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the of Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation Standard Details and Drawings.

Products – shall mean materials or equipment permanently incorporated into the work.

Program Manager or Project Manager – is a person, firm or County employee that oversees or manages a construction project.

Provide – shall mean to furnish and install.

Punch List – Shall mean the lists prepared by the Owner's Representative or Design Consultant prior to Substantial Completion and through Final Completion indicating items of Work not in accordance with the requirements of the Contract Documents and which must be performed, corrected and accomplished prior to acceptance of the Work.

Reliable Bidder – a bidder that has been deemed responsive and responsible.

Responsible Bidder – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Bidder – means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Shop Drawings – Shall mean drawings, diagrams, illustrations, schedules or other data illustrating the Work, and all illustrations, brochures, standard schedules, performance charts, specifications, instructions, diagrams, and other information prepared by a Subcontractor, Supplier, vendor or manufacturer and submitted by Contractor as required

in the Contract Documents.

Scope of Services – See “Work.”

Sidewalk Area – Shall mean that portion of a street between the curb lines and the adjacent property lines intended primarily for the use of pedestrians whether paved or in use.

Site – The areas required for the performance of the Work.

Special Conditions – Terms which supplement items covered in General Conditions.

Specifications, Technical Specifications – Shall mean those portions of the Contract Documents consisting of written technical descriptions, provisions or requirements of the Work to be performed under the Contract Documents, including, but not limited to, the quantities or quality of materials, equipment, construction systems or applications. Standards for specifying materials or testing that are cited in the Specifications are part of the Contract Documents.

Standards – Shall mean those current Standards of Engineering analysis and design, including Installation and Material Specifications, which the Owner utilizes in the design and construction of its own projects.

State – The State of Georgia.

Subcontractor – An individual, firm, corporation or any combination thereof having a direct contract with Contractor for the performance of a part of the Work at the site.

Supplier – Any individual, firm, or corporation who supplies Material or Equipment for the Work (including that fabricated to a special design) but who does not perform or provide significant labor at the Site.

Substantial Completion – The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

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

Work – All the services specified, indicated, shown, or contemplated by the Agreement Documents and the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Agreement Documents and that will ensure a functional and complete facility.

Working Days – Generally, Monday, Tuesday, Wednesday, Thursday, and Friday; however, on some projects, Saturday and/or Sunday may be considered working days, if specified as working days by the Construction Manager or Engineer.

Written Notice – A written statement transmitted from one party to an authorized representative of another party.

Work or Project – All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

#### **00700-4 CODES**

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section “timely” is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

#### **00700-7 APPLICABLE LAW**

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

### **00700-8 PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

### **00700-10 DELINQUENT CONTRACTORS**

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

### **00700-11 LIEN WAIVERS**

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

### **00700-12 MEASUREMENT**

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

### **00700-13 ASSIGNMENT**

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

### **00700-14 FOREIGN CONTRACTORS**

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

### **00700-15 INDEMNIFICATION**

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

### **00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term “separate contractor” in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor’s Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County’s or separate contractor’s work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor’s expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor’s failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

#### **00700-17 ADMINISTRATION OF CONTRACT**

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County’s primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

#### **00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES**

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

#### **00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT**

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

#### **00700-20 DISCIPLINE ON WORK SITE**

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

#### **00700-21 HOURS OF OPERATION**

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

### **00700-22 FAMILIARITY WITH WORK CONDITIONS**

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

### **00700-23 RIGHT OF ENTRY**

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

### **00700-24 NOTICES**

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

### **00700-25 SAFETY**

#### **A. SAFETY, HEALTH AND LOSS PREVENTION**

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

#### **B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS**

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

#### G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

#### H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.

2. The Contractor shall not rise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any

of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

#### **00700-26 BLASTING AND EXCAVATION**

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

#### **00700-27 HIGH VOLTAGE LINES**

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

#### **00700-28 SCAFFOLDING AND STAGING**

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

#### **00700-29 CLEAN-UP**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

#### **00700-30 PROTECTION OF WORK**

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

#### **00700-31 REJECTED WORK**

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

#### **00700-32 DEFECTIVE WORK**

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

#### **00700-33 WARRANTY OF NEW MATERIALS**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

#### **00700-34 CONTRACTOR'S WARRANTY OF THE WORK**

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

#### **00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

#### **00700-36 WARRANTIES IMPLIED BY LAW**

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

#### **00700-37 STOP WORK ORDERS**

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

#### **00700-38 TERMINATION FOR CAUSE**

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems

expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

#### **00700-39 TERMINATION FOR CONVENIENCE**

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

#### **00700-40 TERMINATION FOR CONVENIENCE - PAYMENT**

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

#### **00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS**

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

#### **00700-42 COST TO CURE**

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

#### **00700-43 ATTORNEY'S FEES**

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

#### **00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;

2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
  - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
  - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

#### **00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

#### **00700-46 DEDUCTIONS**

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

#### **00700-47 REIMBURSEMENT OF THE COUNTY**

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

#### **00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

#### **00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

#### **00700-50 TIME OF THE ESSENCE**

All time limits stated in this agreement are of the essence of this contract.

#### **00700-51 IMPACT DAMAGES**

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall

be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

**00700-52 DELAY**

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

**00700-53 INCLEMENT WEATHER**

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

|           |         |
|-----------|---------|
| January   | 10 days |
| February  | 10 days |
| March     | 7 days  |
| April     | 6 days  |
| May       | 4 days  |
| June      | 3 days  |
| July      | 4 days  |
| August    | 2 days  |
| September | 2 days  |
| October   | 3 days  |
| November  | 6 days  |
| December  | 9 days  |

**00700-54 DELAY - NOTICE AND CLAIM**

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

**00700-55 STATEMENT OF CLAIM - CONTENTS**

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

### **00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

### **00700-57 DILIGENCE**

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

### **00700-58 SET-OFFS**

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

### **00700-59 REMEDIES CUMULATIVE**

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

### **00700-60 TITLE TO MATERIALS**

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

### **00700-61 INSPECTION OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

### **00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

### **00700-63 MATERIALS INCORPORATED IN WORK**

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

### **00700-64 STORAGE OF MATERIALS**

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

### **00700-65 PAYROLL REPORTS**

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

### **00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

### **00700-67 SPECIALTY SUB-CONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

### **00700-68 INSPECTION BY THE CONSTRUCTION MANAGER**

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

### **00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION**

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

### **00700-70 SCHEDULING OF THE WORK**

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

### **00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

### **00700-72 PROGRESS PAYMENTS**

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

### **00700-73 TIME OF PAYMENT**

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

### **00700-74 RETAINAGE (THIS PROVISION IS NOT APPLICABLE TO THIS PROJECT)**

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

### **00700-75 PAYMENT OF SUBCONTRACTORS**

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

### **00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

### **00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

### **00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

### **00700-79 JOINT PAYMENTS**

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

### **00700-80 RIGHT TO WITHHOLD PAYMENT**

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed

within the contract time or contract price or damage to the County or any other contractor on the project.

#### **00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

#### **00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

#### **00700-83 COMMENCEMENT OF WARRANTIES**

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

#### **00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT**

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

### **00700-85 DOCUMENTATION OF COMPLETION OF WORK**

The final payment shall not become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

### **00700-86 GOVERNING LAW**

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

### **00700-87 CHANGES IN THE WORK**

#### **A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
  - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
  - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in “Cost and “Overhead” shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
  - b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor’s subcontractors beyond that agreed upon in the Contract Documents, construction parking,

- any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
- c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
    - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
    - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
    - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
    - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
    - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
  7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
  8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS
1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid

unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

#### E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

#### **00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

#### **00700-89 NO WAIVER OF REMEDIES**

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

#### **00700-90 LAND AND RIGHTS-OF-WAY**

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

#### **00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 200\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under Oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

\_\_\_\_\_  
Notary Public

:

\_\_\_\_\_  
My Commission expires

END OF SECTION

**SPECIAL CONDITIONS  
(N/A)**

## Davis-Bacon Wage Rates

General Decision Number: GA160003 01/08/2016 GA3

Superseded General Decision Number: GA20150003

State: Georgia

Construction Type: Highway

Counties: Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/08/2016       |

SUGA2011-003 03/07/2011

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER.....                    | \$ 11.16 |         |
| CEMENT MASON/CONCRETE FINISHER... | \$ 10.99 |         |
| LABORER                           |          |         |
| Asphalt Raker.....                | \$ 11.00 |         |
| Asphalt Screed Person.....        | \$ 10.50 |         |
| Common or General.....            | \$ 9.00  |         |

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|   |          |
|---|----------|
| Form Setter.....                          | \$ 10.35 |
| Guardrail Erector.....                    | \$ 13.50 |
| Milling Machine Ground<br>Person.....     | \$ 10.00 |
| Pipe Layer.....                           | \$ 10.20 |
| Traffic Control Barricade<br>Flagger..... | \$ 10.00 |

POWER EQUIPMENT OPERATOR:

|   |          |
|---|----------|
| Asphalt Distributor.....                          | \$ 14.10 |
| Asphalt Paver/Spreader.....                       | \$ 12.28 |
| Backhoe/Excavator.....                            | \$ 10.80 |
| 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<br>(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 |

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

### Union Average Rate Identifiers

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

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

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### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

## **SPECIAL PROVISIONS**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 108—Prosecution and Progress**

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*Retain Sub-Section 108.08 as written and add the following:*

**C. Traffic Signal Equipment Maintenance**

1. Within three (3) calendar days of the delivery of written notice or e-mail from the Engineer, the contractor shall respond to non-emergency traffic signal events. Failure to respond within three (3) calendar days will result in liquidated damages of \$1,000.00 per day, or portion of, until the contractor responds to the event.
2. Within three (3) hours of the first attempt of verbal notification, the contractor shall take corrective action for emergency traffic signal events. Failure to respond within three (3) hours will result in liquidated damages of \$1,000.00 with an additional charge of \$500.00 per hour after the first three (3) hours until qualified personnel and equipment arrives on site and begins corrective action.

**D. Lane Closure**

1. Failure to reopen the lanes as specified in Special Provision 150.11A will result in the assessment of Liquidated Damages at the rate of \$2000 per hour per lane or portion of an hour thereof.

These rates are cumulative and in addition to Liquidated Damages which may be assessed in accordance with Subsection 108.08 for failure to complete the overall project on time.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 150—TRAFFIC CONTROL**

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*Add the following:*

**150.11 SPECIAL CONDITIONS:**

A. Lane Closure Restrictions

1. No lane closures, detours, pacing of traffic allowed between the hours of 7 a.m. and 10 p.m.; Wednesday before Thanksgiving through the first workday after New Year's Day, inclusive. Also, no lane closures, detours, or pacing of traffic will be allowed between the hours of 7 a.m. and 10 p.m. from the day preceding any National Holiday through the first workday after the Holiday, inclusive.
2. The Contractor shall not close lanes, move equipment or materials on the roadway between the hours of 5:00 am to 9:00 am and 3:00 pm to 7:00 pm, Monday through Friday.

B. The Contractor shall maintain traffic signal operation during construction until the Project is accepted. This maintenance shall constitute the continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that all traffic signals of the project are kept in acceptable condition at all times.

1. If at any time the traffic signal operations fail, the Engineer will immediately notify the Contractor. The Contractor shall respond and begin corrective action within three (3) hours upon notification.
2. If the Contractor does not correct the malfunctioning traffic signal within 24 hours after receipt of notification and the Department completes or cause such work to be completed by other parties then the work and the cost of this maintenance shall be deducted from monies due or to become due the Contractor under the Contract.

C. For this project, the advance warning signs specified in Subsection 150.03H shall be portable signs. These signs shall be in place only during times that construction is in progress or as conditions warrant as directed by the Engineer. Signs shall be removed or covered at all other times.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 163—Miscellaneous Erosion Control Items**

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*Delete Section 163 and substitute the following:*

**163.1 General Description**

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Sediment basins
- Baled straw sediment barrier and check dams
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (straw or hay, erosion control compost), and temporary grass.

**163.1.1 Related References**

**A. Standard Specifications**

[Section 109—Measurement and Payment](#)

[Section 161—Control of Soil Erosion and Sedimentation](#)

[Section 171—Temporary Silt Fence](#)

[Section 500—Concrete Structures](#)

[Section 603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 715—Bituminous Treated Roving](#)

[Section 720 – Triangular Silt Barrier](#)

[Section 822—Emulsified Asphalt](#)

[Section 860—Lumber and Timber](#)

[Section 863—Preservative Treatment of Timber Products](#)

[Section 890—Seed and Sod](#)

[Section 893—Miscellaneous Planting Materials](#)

**B. Referenced Documents**

AASHTO M252

AASHTO M294

### 163.1.2 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

### 163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

| Material   | Section                  |
|--|--------------------------|
| Mulch  | <a href="#">893.2.02</a> |
| Temporary Silt Fence                               | <a href="#">171</a>      |
| Concrete Aprons and Footings shall be Class A      | <a href="#">500</a>      |
| Rip Rap  | <a href="#">603</a>      |
| Temporary Grass                                    | <a href="#">700</a>      |
| Bituminous Treated Roving                          | <a href="#">715</a>      |
| Triangular Silt Barrier                            | <a href="#">720</a>      |
| Lumber and Timber                                  | <a href="#">860.2.01</a> |
| Preservative Treatment of Timber Products          | <a href="#">863.1</a>    |
| Corrugated Polyethylene Temporary Slope Drain Pipe | AASHTO M252 or M294      |

#### 163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

### 163.3 Requirements

#### 163.3.1 Personnel

General Provisions 101 through 150.

#### 163.3.2 Equipment

General Provisions 101 through 150.

#### 163.3.3 Preparation

General Provisions 101 through 150.

#### 163.3.4 Fabrication

General Provisions 101 through 150.

#### 163.3.5 Construction

##### A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.

5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

#### **B. Temporary Slope Drains**

If temporary slope drains are required, conduct the roadway grading operation according to [Section 161](#) and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

#### **C. Sediment Basins**

Construct sediment basins according to the Plans at the required location, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
  - Grading
  - Drainage
  - Rip rap
  - Spillways
  - Anti-seep collar
  - Temporary mulching and grassing on internal and external slopes
  - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to [Section 700](#).

#### **D. Sediment Barrier (baled straw)**

Construct sediment barrier (baled straw) according to the Plan details. Use rectangular, standard size baled straw in mechanically produced bales.

The following items may be substituted for sediment barrier (baled straw)

1. Type B Silt Fence.
2. Triangular Silt Barrier.
3. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
4. Coir: Use coir fiber bales of circular cross section at least 16 in (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft<sup>3</sup> (112 kg/m<sup>3</sup>). Anchor in place

with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.

5. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft<sup>3</sup> (22 kg/m<sup>3</sup>). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).
6. Compost Filter Sock: Use general use compost (see [Subsection 893.2.02.A.5.b](#)) in circular bales at least 18 in in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
7. Compost Filter Berm: Use erosion control compost (see [Subsection 893.2.02](#)) to construct an uncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

#### **E. Other Temporary Structures**

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

#### **F. Temporary Grass**

Use a quick growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days).

Plant temporary grass as follows:

1. Use seeds that conform to [Subsection 890.2.01, —Seed.](#) Perform seeding according to [Section 700](#); except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
2. Prepare areas that require no further grading according to [Subsection 700.3.05.A, —Ground Preparation.](#) Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to [Section 700](#).
3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to [Section 700](#). (Erosion control compost Mulch will not be allowed with grassing.)
4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to [Subsection 700.3.05.A, —Ground Preparation.](#)
5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
6. Apply Pam (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
7. Apply PAM according to manufacturer specifications.

8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening refer to Section 161.3.05H for Wood Fiber Blanket requirements.

## **G. Mulch**

When stage construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. Mulch (Hay or Straw) - Without Grass Seed
  - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
  - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light disking, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.
  - c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope.
  - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
2. Erosion control compost - Without Grass Seed
  - a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
  - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
  - c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
  - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
  - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

## **H. Miscellaneous Erosion Control Not Shown on the Plans**

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

## **I. Diversion Channels**

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

## **J. Temporary Check Dams**

Temporary check dams are constructed of the following materials;

- Stone plain rip rap according to [Section 603](#) or of sand bags as in [Section 603](#) without Portland cement. (Place plastic filter fabric on ditch section before placing rip rap.)
- Fabric (Type C silt fence)

- Hay Bales

Temporary check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

#### **K. Construction Exits**

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

#### **L. Retrofit**

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

#### **M. Inlet Sediment Trap**

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer.

Construct inlet sediment traps according to the appropriate specification for the material selected for the trap.

Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

### **163.3.6 Quality Acceptance**

General Provisions 101 through 150.

### **163.3.7 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

## **163.4 Measurement**

#### **A. Silt Control Gates**

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

#### **B. Temporary Slope Drains**

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

#### **C. Sediment Basins**

Sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Rip rap
- Final cleaning to remove the basin

Permanent and temporary grassing for sediment basins is measured separately for payment.

#### **D. Diversion Channels**

Diversion channels are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

#### **E. Temporary Grass**

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

#### **F. Mulch**

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).

#### **G. Baled Straw Sediment Barrier, Baled Straw Check Dam and Fabric Check Dams**

Baled straw sediment barrier, baled straw check dams, and fabric check dams are measured by the linear foot (meter). When the Contractor substitutes a product allowed in [Subsection 163.3.05.D](#) for baled straw sediment barrier or when the Engineer directs this substitution, the product will be measured by the linear foot (meter).

#### **H. Rip Rap Check Dams**

Rip Rap Check Dams are measured per each which will include all work necessary to construct the check dam including plastic filter fabric placed beneath the rip rap or sand bags.

#### **I. Construction Exits**

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

#### **J. Retrofit**

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

#### **K. Inlet Sediment Trap**

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

### **163.4.01 Limits**

General Provisions 101 through 150.

## **163.5 Payment**

#### **A. Silt Control Gates**

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

#### **B. Temporary Slope Drains**

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

**C. Sediment Basin**

Sediment basins, measured according to [Subsection 163.4.C—Measurement](#), are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

**D. Diversion Channel**

Diversion channels are not paid for separately; they are included in the price bid for the drainage structure or for other Contract Items.

**E. Temporary Grass**

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

**F. Mulch**

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

**G. Baled Straw Sediment barrier, Baled Straw Check Dams and Fabric Check Dams (Type C Silt Fence)**

Baled straw sediment barrier, baled straw check dams and fabric check dams (type C silt fence), complete in place and accepted are paid for at the Contract Unit Price bid per linear foot (meter). Payment is full compensation for constructing, and removing (when directed) the baled straw sediment barrier or either check dam.

When the Contractor substitutes any product allowed in [Subsection 163.3.05.D](#) for baled straw sediment barrier or when the Engineer directs this substitution, payment is made at the bid price per linear foot (meter) for baled straw sediment barrier.

**H. Rip Rap Check Dams**

Rip Rap Check Dams are paid for per each. Payment is full compensation for all materials, construction, and removal. Reused stone plain rip rap or sandbags are paid for on the same basis as new items. Filter fabric required under rip rap check dams is included in the price bid for each check dam.

**I. Construction Exits**

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

**J. Retrofit**

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

**K. Inlet Sediment Trap**

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal

The Items in this Section (except temporary grass and mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the Item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

|              |  |                         |
|--------------|--|-------------------------|
| Item No. 163 | Construct and remove silt control gate, type____                         | Per each                |
| Item No. 163 | Construct and remove temporary pipe slope drains                         | Per linear foot (meter) |
| Item No. 163 | Construct and remove temporary sediment barrier or baled straw check dam | Per linear foot (meter) |
| Item No. 163 | Construct and remove sediment basin type , Sta. No.____                  | Per each                |
| Item No. 163 | Construct and remove Fabric Check Dam - type C silt fence                | Per linear foot (meter) |
| Item No. 163 | Construct and remove Rip Rap Check Dams ,Stone Plain Rip Rap/Sand Bags   | Per Each                |
| Item No. 163 | Construction exit  | Per each                |
| Item No. 163 | Construct and remove retrofit, Sta. No.____                              | Per each                |
| Item No. 163 | Construct and remove inlet sediment trap                                 | Per each                |
| Item No. 163 | Temporary grass  | Per acre (hectare)      |
| Item No. 163 | Mulch  | Per ton (megagram)      |

### 163.5.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 165—Maintenance of Temporary Erosion and Sedimentation  
Control Devices**

---

*Add the following:*

**165.1 General Description**

This work consists of providing maintenance on temporary erosion and sediment control devices, including but not limited to the following:

- Silt fence
- Sediment basins
- Silt control gates
- Check dams
- Silt retention barriers

It also consists of removing sediment that has accumulated at the temporary erosion and sediment control devices.

**165.1.1 Definitions**

General Provisions 101 through 150.

**165.1.2 Related References**

**A. Standard Specifications**

General Provisions 101 through 150.

**B. Referenced Documents**

General Provisions 101 through 150.

**165.1.3 Submittals**

General Provisions 101 through 150

**165.2 Materials**

General Provisions 101 through 150.

**165.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.

**165.3 Construction Requirements**

**165.3.1 Personnel**

General Provisions 101 through 150.

**165.3.2 Equipment**

General Provisions 101 through 150.

### **165.3.3 Preparation**

General Provisions 101 through 150.

### **165.3.4 Fabrication**

General Provisions 101 through 150.

### **165.3.5 Construction**

#### **A. General**

As a minimum, clean the sediment from all temporary erosion control devices (except sediment basins) installed on the project when one half the capacity, by height, depth or volume has been reached. Clean the sediment from all temporary sediment basins installed on a project when one third the capacity of the storage volume has been filled.

Handle sediment excavated from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment, or waste it in an area approved by the Engineer.
- Repair or replace at no cost to the Department, any erosion or sediment control devices that are not functioning properly or are damaged due to negligence or abuse.

#### **B. Temporary Silt Fence**

Maintenance of Temporary Silt Fence consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations (“filtercake”) on the fabric by tapping the fabric on the downstream side.

#### **C. Silt Control Gates**

Maintenance of Temporary Silt Control Gates consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side.

#### **D. Check Dams (all types)**

Maintenance of Temporary Erosion Control Check Dams shall consist of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes. When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side, or from the baled straw by similar means.

#### **E. Silt Retention Barrier**

Maintenance of Temporary Silt Retention Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

#### **F. Temporary Sediment Basins**

Maintenance of Temporary Sediment Basins consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original bottom of the basin. This also includes removing accumulated sediment from the rock filter and restoring the rock filter to its original specified condition and any work necessary to restore all other components to the pre-maintenance conditions.

#### **G. Sediment Barrier (baled straw)**

Maintenance of sediment barrier (baled straw) consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations on the bales by tapping.

#### **H. Triangular Silt Barrier**

Maintenance of Triangular Silt Barrier consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

#### **I. Retrofit:**

Maintenance of the retrofit device consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the permanent detention pond being utilized as a temporary sediment basin. This item also includes any maintenance that is required to ensure the retrofit device is maintained per Plan details and any maintenance of the stone filter to maintain its filtering ability, including cleaning and replacement.

#### **J. Construction Exit:**

Maintenance of the construction exit consists of all labor, tools, materials, equipment and incidentals, including additional stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes, scarifying existing stone, cleaning existing stone, or placement of additional stone.

Cleaning of the construction exit by scraping and/or brooming only will not be measured for payment.

#### **K. Inlet Sediment Trap**

Maintenance of inlet sediment traps consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the trap and/or the excavated area adjacent to the trap. It also includes any maintenance that is required to remove sediment accumulations ("filtercake") from the material selected to construct the inlet sediment trap.

### **165.3.6 Quality Acceptance**

General Provisions 101 through 150.

### **165.3.7 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

## **165.4 Measurement**

#### **A. Temporary Silt Fence:**

Maintenance of temporary silt fence, Type A, B, or C, is the actual linear feet (meter) of silt fence, measured in place, where sediment is removed.

#### **B. Silt Control Gates:**

Maintenance of temporary silt control gates, type I, II, III or IV, as specified on the Plans, is measured as a single unit.

#### **C. Check Dams (All Types):**

Maintenance of temporary erosion control check dams as specified on the Plans is the actual linear feet (meter) of baled straw, type c silt fence or rip rap, measured in place, where sediment is removed.

#### **D. Silt Retention Barrier:**

Maintenance of temporary silt retention barrier as specified on the Plans, is measured by the linear foot (meter) where sediment is removed.

#### **E. Temporary Sediment Basins:**

Maintenance of temporary sediment basins as specified on the Plans, is measured as a single unit.

#### **F. Sediment Barrier (baled straw)**

Maintenance of sediment barrier (baled straw), is the actual linear feet (meter) of baled straw measured in place, where sediment is removed.

**G. Triangular Silt Barrier:**

Maintenance of triangular silt barrier as specified on the plans, is measured by the linear foot (meter) where sediment is removed.

**H. Retrofit:**

Maintenance of retrofit device at the location specified on the Plans is measured per each.

**I. Construction Exit:**

Maintenance of construction exit at the location specified on the Plans, or as directed by the Engineer is measured per each.

**J. Inlet Sediment Trap**

Maintenance of inlet sediment trap at the location specified on the Plans, or as added by the Engineer is measured per each.

**165.4.01 Limits**

General Provisions 101 through 150.

**165.5 Payment**

**A. Temporary Silt Fence:**

Maintenance of temporary silt fence, Type A, B, or C, is paid for at the contract unit price bid per linear foot (meter).

**B. Silt Control Gates:**

Maintenance of temporary silt control gates, Type I, II, III, or IV as specified on the Plans is paid for at the contract unit price bid per each.

**C. Check Dams (All Types):**

Maintenance of Check Dams as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**D. Silt Retention Barrier:**

Maintenance of temporary silt retention barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**E. Temporary Sediment Basins:**

Maintenance of temporary sediment basins as specified on the Plans is paid for at the contract unit price bid per each.

**F. Sediment Barrier (baled straw):**

Maintenance of sediment barrier (baled straw) as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**G. Triangular Silt Barrier:**

Maintenance of triangular silt barrier as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

**H. Retrofit:**

Maintenance of the retrofit device at the location specified on the Plans is paid for at the contract unit price bid per each.

**I. Construction Exit:**

Maintenance of the construction exit at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each.

**J. Inlet Sediment Trap**

Maintenance of the inlet sediment trap at the location specified on the Plans or at the location specified by the Engineer is paid for at the contract unit price per each.

Payment will be made under:

|              |   |                         |
|--------------|---|-------------------------|
| Item No. 165 | Maintenance of temporary silt fence Type _____          | per linear foot (meter) |
| Item No. 165 | Maintenance of silt control gate Type _____             | per each                |
| Item No. 165 | Maintenance of check dams (all types)                   | per linear foot (meter) |
| Item No. 165 | Maintenance of silt retention barrier                   | per foot (meter)        |
| Item No. 165 | Maintenance of temporary sediment basin, Sta. No. _____ | per each                |
| Item No. 165 | Maintenance of sediment barrier (baled straw)           | per linear foot (meter) |
| Item No. 165 | Maintenance of triangular silt barrier                  | per linear foot (meter) |
| Item No. 165 | Maintenance of retrofit, Sta. No. _____                 | per each                |
| Item No. 165 | Maintenance of construction exit                        | per each                |
| Item No. 165 | Maintenance of inlet sediment trap                      | per each                |

**165.5.01 Adjustments**

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 647 - Internally Illuminated Street Name Signs**

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*Add the following:*

**647.1 General Description**

This section provides specifications to furnish and install a complete and functioning internally illuminated street name sign assembly.

**647.1.1 Material**

Each sign body shall be constructed from 5052 H32 .125;" thick aluminum.

Single face signs shall be one-piece construction and all seams shall be continuously welded to ensure a watertight seal. 1/4" holes shall be incorporated in the bottom of the enclosure to prevent possible buildup of condensation. Double face sign bodies shall be continuously welded on all seams. The double face sign shall also feature doors on both sides for easy access.

**647.1.2 Standard Design**

- 4ft , 6ft and 8ft viewing width (Single and Double Face) with a body depth of 4.76" on double face signs and 3.54" on single face signs.
- 12 - 20 inch viewing height with an overall height of 15.5" to 23.5". The frame adds 3.5" to the viewing height for an overall height.
- All signs shall use a UL approved neoprene gasket strip to provide a watertight seal between the body, lens and door.
- Lenses shall be impact resistant; 3mm thick UL approved white or clear polycarbonate.
- Sign film shall be ultraviolet (UV) resistant and available in GMI or EC. Different sign film colors shall be available but must be specified at time of order.

**647.1.03 Stainless Steel Hardware**

Door Latches and Keepers shall use a turn-lock style device that secures the door to the body, which shall require no tools to open the sign. A piano hinge shall be used on the door to the body with downward motion for easy of accessibility.

**647.1.4 Provision for photo electric cell mounting is available on all signs**

The sign shall accommodate Intermatic model K4221C, K4121C and Tork 2001 photo cells or approved equal, which shall control up to four signs per intersection.

**647.1.5 Finish**

The sign bodies and doors shall be polyester powder coated for durability using a satin black finish to the external aluminum surfaces. Other colors shall be available and must be specified at time of order.

**647.1.6 Mounting**

Standard mounting pattern shall be Tri-stud pattern on top of the sign body. Other options shall include adjustable mast arm bracket and rear rigid mount. Custom Design signs shall have specific mounting holes as well as brackets. Other patterns on standard signs shall be provided and must be specified at time of order.

**647.1.7 Weights (Excluding Brackets)**

|                |      | Viewing Heights |         |             |         |
|----------------|------|-----------------|---------|-------------|---------|
|                |      | Single Face     |         | Double Face |         |
|                |      | 15 inch         | 20 inch | 15 inch     | 20 inch |
| Viewing Widths | 4 ft | 34 lbs          | 40 lbs  | 36 lbs      | 40 lbs  |
|                | 6 ft | 48 lbs          | 56 lbs  | 50 lbs      | 55 lbs  |
|                | 8ft  | 63 lbs          | 72 lbs  | 64 lbs      | 71 lbs  |

**647.1.8 General**

Each sign type shall consist of an electronic package that is custom designed for its particular application. In general, it shall consist of a power supply, Light Engine, and fuse. All LED shall be mounted onto a circuit board which is mounted onto a .125" thick aluminum heat sink.

Depending on sign size, one of the following power supplies will be used.

|                           |                             |                             |                                 |
|---------------------------|-----------------------------|-----------------------------|---------------------------------|
| Power Supply Model        | Meanwell LPV-60-24          | PhilipsLEDINTA-0024V-41FO   | LNE - 100W Series / LNE - V100W |
| Dimensions                | 6.37" L x 1.65" W x 1.81" H | 8.91" L x 1.70" W x 1.18" H | 8.66" L x 2.68" W x 1.53" H     |
| Input Voltage Range (VAC) | 90 - 264 VAC                | 108 - 277 VAC               | 90 - 305 VAC                    |
| Max Output Power (W)      | 60w                         | 100w                        | 100w                            |
| Location Rating           | IP 67                       | IP 66                       | IP 65 or IP 67                  |
| Working Temp Range        | -30°C through +70°C         | -40°C through +90°C         | -40°C through +70°C             |
| UL Class                  | Class 2, UL 1310            | Class 2, UL 1310            | Class C, UL 8750                |
| or approved equal         |                             |                             |                                 |

**647.1.9 Led Light Engine**

The LED drive current shall be regulated using a pulse width modulated 24v DC drive and limited to approximately 300ma through the LED chain at normal room temperature. This provides for a stable light intensity under varying voltage conditions.

LED's within the light engine shall be series wired for increased efficiency and incorporate fault tolerant design. A LED bypass shall isolate a failure to that particular LED and will allow the remaining LEDs to operate normally. The constant current regulator shall readjust the drive current to prevent overdriving the remaining operable LEDs in the chain.

Thermal monitoring shall provide temperature protection to the LED chain. As the heat sink temperature increases, the LED drive current shall be reduced along with LED intensity, helping to limit the junction temperature and contributing to the long

LED lifespan. The current reduction shall follow a non-linear curve that is high temperature biased (greatest reduction occurs at the higher temperature). Thermal regulation of the drive current shall begin at ~ 40°C and continues until a complete shutdown shall occur at ~ 100°C. An onboard display LED shall indicate when a overheat shutdown is present. Recovery shall occur automatically with a reduction in the heat sink temperature.

**647.1.10 AC Loading Matrix for all sign types**

|                   |            | Sign Type       | LED    |     |     |        |     |     |
|-------------------|------------|-----------------|--------|-----|-----|--------|-----|-----|
|                   |            | Sign Faces      | Single |     |     | Double |     |     |
|                   |            | Sign Width      | 4      | 6   | 8   | 4      | 6   | 8   |
|                   |            | # Light Engines | 2      | 3   | 4   | 4      | 6   | 8   |
| Power Engine      | V AC       | Min / Max       | 90     |     |     | 277    |     |     |
|                   | Freq Hz    | Min / Max       | 50     |     |     | 60     |     |     |
|                   | Temp Deg C | Min / Max       | -20    |     |     | 80     |     |     |
| AC Load @ 120v AC |            | Amp Typical     | 0.2    | 0.3 | 0.3 | 0.3    | 0.5 | 0.6 |
|                   |            | Watt Typical    | 21     | 28  | 36  | 36     | 51  | 66  |

**A. Photometric Performance**

The entire surface of the sign lens shall be illuminated at an average level of no less than four hundred (400) lux.

**B. Quality Assurance**

LED strips shall be burned-in for a minimum of 24 hours prior to assembly and shall be 100% tested upon assembly completion to ensure full functionality.

All signs shall comply with GDOT standards.

Signs shall be UL 48 listed Electric Sign File E166698.

**DEPARTMENT OF TRANSPORTATION  
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**SPECIAL PROVISION**

**PROJECT: T209  
FULTON  
COUNTY  
P.I. NO. 0006912**

**Section 937 - Video Detection System**

---

*Add the following:*

**937.1 General Description**

This Work includes the procurement and installation of a video detection system (VDS) that is controllable from the Fulton TCC.

The system is a data gathering system using the analysis of video images to detect, count, classify, sense speed, and determine other characteristics of motor vehicles and to generate alarms for certain abnormal conditions. Components comprising the VDS include, but are not limited to, camera image sensor(s), and video detection system processor. The Work also includes testing, training, warranties, and guarantees as designated in the Specifications.

The video detection system processors communicate, through an Ethernet interface and TCP/IP (transmission control protocol/Internet protocol) connection to multiple Fulton Traffic Control Center (TCC) computers.

Provide all equipment and materials of like kind and function to be of the exact same manufacture, model, revision, firmware, etc.

Provide all equipment, materials, and work in accordance with all manufacturers' recommendations.

**937.1.1 Definitions**

*Section 937.1.1 omitted*

**937.1.2 Related References**

**A. Georgia Standard Specifications**

Section 150 – Traffic Control

Section 922 – Electrical Wire and Cable

Section 639 – Strain Poles for Overhead Sign and Signal Assemblies

Section 939 – Communication and Electronics Equipment

## **B. Referenced Documents**

EIA-170A

FCC Part 15, Subpart J, Class A device requirements

Highway Capacity Manual (current edition)

Manual on Uniform Traffic Control Devices (current edition)

NEC 210-19 a., FPN No. 4

NEMA TS 1-1989 (R1994, R2000, R2005), Section 2.1.5.2, Section 2.1.12

NEMA TS1-1989 (R1994, R2000, R2005)

NEMA TS2-2003 Type 2, Type 170 and Type 179 standards

NEMA TS2-2003

NEMA 250 Type 4 enclosure standards

### **937.1.3 Submittals**

The following chart provides the Contractor with an outline of the submittal requirements for the equipment and components for this pay item. This chart is to be used as a guide and does not relieve the Contractor from submitting additional information to form a complete submittal package.

Submit submittal data for all equipment, materials, test procedures, and routine maintenance procedures required for these items as required in these Special Provisions.

| Material                                     | Specification Reference | Catalog Cuts | Mfg. Spec. | Materials Cert. | Lab. Test Reports | Install. Proced. | Maint. Proced. |
|--|-------------------------|--------------|------------|-----------------|-------------------|------------------|----------------|
| Video Camera Sensor                          | 937.2 A                 | X            | X          | X               | X                 | X                | X              |
| Video Detection System Processor (All Types) | 937.2 B                 | X            | X          | X               | X                 | X                | X              |
| Cabinet Eqpt                                 | 937.2 C                 | X            | X          | X               | X                 | X                |                |

Submit to the Engineer for approval, six (6) copies of the manufacturer’s descriptive literature (catalog cuts), technical data, operational documentation, service and maintenance documentation and all other materials required within these Special Provisions.

Provide submittal data that is neat, legible, and orderly. Neatly organize each package of submittal data and separate by hardware item. Use the “Materials Certification Package Index and Transmittal Form”, contained in Section 105.02 of the Special Provisions, for each pay item to document and list all material and components that are included in the submittal package. Any submittal data submitted without the Index/Transmittal form or that is incomplete will be rejected.

**A. VDS Certification Document**

Submit four copies of the VDS Certification Document to the Engineer (See Subsection 937.3.06.A). Include in the Certification Document the location of the existing system, the date the system became operational, the name of the government agency using the system, a contact name and phone number of a person responsible for monitoring the system, and a brief description of how the system operates, data the system generates and how the government agency uses the data. Include in the submittal catalog specification sheets of the individual components for approval.

**B. VDS Items Certification**

Provide six copies of complete and thorough submittal data for all components and materials of a VDS system at the same time the VDS Certification Document is submitted. Furnish the submittal data to the Engineer. Include in the submittal data complete technical and performance specifications on all hardware, materials and installation wiring/cabling to be performed at the VDS field site. Neatly organize each package of submittal data and separate by hardware item. Include an index of all submittal data documents given in the package. The index shall name each submittal data document, what video detection system component (including the associated 937 subsection) the document is submitted for, and the specific manufacturer model, part and revision number of the subject hardware or software item exactly as that item is proposed to be provided. Any submittal data document or documentary item that is not listed in the index will not be accepted for review. For each package of submittal data, address all of the components and materials necessary for a complete video detection system; separate submissions for individual components and materials are not permissible. Typical submittal data which is required for all video detection system components includes but is not limited to manufacturer’s specifications, operating/maintenance/troubleshooting manuals, schematic wiring diagrams with detailed parts lists, materials lists and assembly drawings for the equipment cabinet assembly, and detailed warranty and guaranty information for each component.

**C. Submittal Review Demonstration Test Set**

Submit demonstration test set(s) of the equipment and materials listed below for Department evaluation after the Engineer approves the submittal materials required in 937.1.03.A and 937.1.03.B but prior to requesting the Demonstration Tests in 939.1.03.D. The demonstration test sets shall be connected to and operated through the system by the Engineer. Deliver the test set to the Department at the location specified by the Engineer. Request a delivery and test time a minimum of 30 days in advance. Provide demonstration test sets of the materials, types and quantities as shown below:

- Video Detection System Processor, all types (quantity 2 of each type)

A demonstration test set shall include all materials, components, assemblies, control software and documentation of the Video Detection System (VDS) processor and shall be complete and fully functional for communications with the system. The VDS

processor shall be configured for locating on a benchtop, or else provide a desktop stand to secure the equipment. Provide a NEMA 5-15 cord for the VDS processor.

If the contract shows VDS to be installed in conjunction with field switches, provide demonstration test sets in accordance with Section 939 for field switches simultaneously with the VDS demonstration test sets.

Review of the demonstration test set submittal shall be conducted in two parts. The first part of the review shall be performed by the Contractor in the presence of the Engineer and shall include the setup and configuration of the demonstration test set on the system. The first part of the review shall be conducted during normal Department weekday business hours and shall be conducted for the period of time necessary to the satisfaction of the Engineer. The second part of the review shall be a 60-day period during which the Engineer shall operate and evaluate the demonstration test set with the system. The second part of the review shall commence only upon the Engineer's approval of the first part of the review.

Retrieve the demonstration test set upon completion of the second part of the review as notified by the Engineer.

#### **D. Demonstration Tests #1 and #2**

Submit four copies of the Test Plan to the Engineer at the beginning of Demonstration Test #1 (see Subsection 937.3.06.C).

For Demonstration Test #1 and #2, submit a written request to the Engineer for each test a minimum of 14 calendar days in advance of each desired demonstration test date. Allow the Engineer to adjust the proposed schedule of the demonstration tests by up to seven (7) calendar days, at no cost to the Department, to allow for availability of Department representatives.

#### **E. System Acceptance Test Plan**

Submit four copies of the System Acceptance Test schedule and plan to the Engineer at least 14 calendar days before the desired test date (see Subsection 937.3.06.). Obtain approval from the Engineer of the System Acceptance Test Plan before beginning the System Acceptance Test. The System Acceptance Test is a system-wide post installation acceptance test for the entire project.

Request in writing the acceptance test a minimum of 14 calendar days in advance of the desired test date. Allow the Engineer to adjust the proposed schedule of the acceptance test by up to seven (7) calendar days, at no cost to the Department, to allow for availability of Department representatives.

#### **F. System Acceptance Test Report**

Submit four hard copies and one electronic copy of the System Acceptance Test Report to the Department within fourteen (14) calendar days of the completion of the test (see Subsection 937.3.06.).

#### **G. Training Plan**

Prior to training, submit resume and references of instructor(s). Also submit an outline of the training course in a Training Plan. Submit the Training Plan within 90 days of Contract Notice-to-Proceed. Obtain approval of the Plan from the Engineer. Explain in detail the contents of the course and the time schedule of when the training will be given.

#### **H. As-Built Documentation**

Provide as-built documentation of the video camera sensor assembly, including but not limited to cabinet mounting location, power service point, power service conduit routing, cabinet location, and mounting height.

#### **I. Cabinet Equipment**

Submit materials submittal data for all materials and hardware necessary for cabling, conduit, and power service. These items include but are not limited to wire and conduit materials; surge suppression and termination description and performance specifications; and all miscellaneous hardware and accessories.

### **937.2 Materials**

#### **A. Video Camera Sensor**

As a minimum, meet the following requirements for each video camera sensor installation. Use a video camera sensor that is compatible with the video detection system processor and meets the following requirements:

Lens: Equip the video camera sensor with an 8-48 mm motor driven variable focal length lens.

Input power: 120 VAC, 60 Hz. Size power conductors from the power source to the camera input so that no more than a 3% voltage drop is experienced (NEC 210-19 a., FPN No. 4). Include a provision at the rear of the camera enclosure for waterproof connection of power and video signal cables.

Electromagnetic interference (EMI): Apply FCC Part 15, Subpart J, Class A device requirements for the video camera sensor and associated connected equipment in their installed condition.

Video camera sensor enclosure: Install the video camera sensor in a light colored enclosure to limit solar heating. Meet NEMA 250 Type 4 enclosure standards for the enclosure and pressurize the enclosure to at least 5 psi  $\pm$  1 psi (35 kPa  $\pm$  7 kPa) to prevent sand, dirt, dust, salt, and water from entering. Provide a sun shield visor on the front of the enclosure which is sufficiently adjustable to divert water away from the video camera sensor lens and also prevent direct sunlight from entering the iris when mounted in its installed location. Install the sun shield so that it does not impede operation or performance accuracy of the video camera sensor or require removal of the video camera sensor enclosure for adjustment. Use an enclosure that allows the video camera sensor horizon to be rotated in the field during installation.

Weight: 10 lbs. (4.5 kg) maximum with mount, shield, and camera.

Mounting: Ensure that the video camera sensor assembly and associated enclosure and sun shield are capable of being mounted using common hand tools and the manufacturer's recommended mounting hardware. The video camera sensor horizon shall be adjustable without removing the camera, mounting bracket and enclosure, or sun shield.

## **B. Video Detection System Processor**

### 1. Mounting

Ensure that the video detection system processor is rack mountable in a standard 19-inch rack assembly space conforming to Standard CEA-310, 2005, latest version/addendum, attaches to both sides of the rack, is not more than 10 inches (254 mm) deep, and is not more than 7 inches (178 mm) high. The video detection system processor shall be designed for mounting in an enclosed cabinet without blower fans and mounting without insulation from other electronic devices such as power supplies, communications equipment, etc. The video detection system shall meet NEMA TS-2 temperature requirements.

### 2. Electrical

Power the video detection system processor by 120 VAC, 60 Hz, single phase, and draw a maximum of 1.0 A. Size power conductors from the power source for the video detection system processor input so that no more than a 3% voltage drop is experienced (NEC 210-19 a., FPN No. 4). The video detection system processor shall have transient protection that meets the requirements of NEMA TS1-1989 (R1994, R2000, R2005) and NEMA TS2-2003 standards. Power to the video detection system processor shall be from the cabinet equipment outlet.

Perform TCP/IP communications to the control center through an Ethernet port for downloading traffic data stored in non-volatile memory. The port connector shall be on the front of the video detection system processor for easy access.

Ensure that the video detection system processor software is stored in non-volatile memory within the video detection system processor. Perform software updates through the Ethernet port.

The video detection system processor front panel shall include a visual display of the status of each video input and the status of the video detection system processor in general. Indicators shall display, at a minimum, the status of video detection system processor communications, the status of the video detection system processor and whether or not each video camera sensor is actively detecting.

Include an Embedded HTTP Server in the video detection system processor. The Embedded HTTP Server shall allow a remote user with a standard web browser to gain remote access, collect data, control, and configure the VDS.

#### a. Video Detection System Processor, Type A

Provide two (2) RS-170A black and white composite video inputs on the video detection system processor such that signals from up to two (2) video camera sensors or other synchronous or non-synchronous video sources can be processed in real time. Use BNC connectors on the back of the video detection system processor for all video inputs. Use a BNC connector on the front or back of the video detection system processor for video output.

b. Video Detection System Processor, Type B

Provide four (4) RS-170A black and white composite video inputs on the video detection system processor such that signals from up to four (4) video camera sensors or other synchronous or non-synchronous video sources can be processed in real time. Use BNC connectors on the back of the video detection system processor for all video inputs. Use a BNC connector on the front or back of the video detection system processor for video output.

3. Remote Data Collection and Storage

- a. Detection Parameters: Provide a video detection system processor that independently computes the following traffic parameter data, as defined in Section 937.1.01, in each lane of detection:
- Volume
  - Speed
  - Occupancy
  - Vehicle Classification
  - Hardware Alarms
  - Incident/Traffic Alarms
- b. Interval Duration: Provide a video detection system processor capable of computing and storing all traffic parameters by lane in user selectable time intervals of 10, 20, or 30 seconds, and 1 minute.
- c. Memory: Store all traffic parameter data in non-volatile memory within the video detection system processor. This data shall be capable of being retrieved using the Server or a web browser through the Embedded HTTP Server at a later time. Provide non-volatile memory capable of storing all detector data for seven days.
- d. Data Retrieval: Transfer traffic parameter data from the video detection system processor's non-volatile memory to the Server via the Ethernet or local communications port.

4. Operation During Detector Configuration

- a. Simultaneous Operation: Display individual vehicle actuations, in real time as they occur, on the web browser display connected to the Embedded HTTP Server. Updating of other video detection system processors connected to the server cannot be delayed while configuration is occurring. Continue to transmit data from other video detection system processors to the server at a minimum rate of once every twenty (20) seconds.
- b. Storage Format: Store collected traffic parameter data that is retrieved from the video detection system processor in readily accessible ASCII format. Provide software on the Embedded HTTP Server that gives a means for retrieving, reporting, and filing the collected traffic parameter data.
- c. Data Display Format: Allow for displaying the collected traffic parameter data of the last complete time interval in numeric format on the Embedded HTTP Server. Accomplish selection of the data to be viewed by means of a web browser.
- d. Image Capture: Allow still image capture (snapshot) in JPEG format from all of the video detection system processor's active video inputs and provide for downloading the image to a server at 15 second intervals for display or storage as a picture file.
- e. Communications: Perform communications to video detection system processors for detector configuration via the Ethernet port.
- f. The VDS Embedded HTTP Server shall include multilevel password protection for a minimum of 10 users. The VDS shall also keep an access log that records user and time of access.

**C. Cabinet Equipment**

1. Wiring, Conductors and Terminal Blocks

Use terminal blocks and strips with voltage and current ratings greater than the voltage and current ratings of the wires that are terminated on the blocks or strips. Use quick-clamp type wire terminals (Cinch QC-1 or approved equivalent) optionally on TB10. TB10 shall have at least 8 terminal positions (see Detail Drawing 937.2). Do not use compression-type or tubular clamp terminal blocks except for service entrance block SE. Do not use spade lug terminals for any terminal block.

## 2. Surge Suppression

For surge suppressor SS16, use a panel mount fast response (<5 nanosecond) MOV surge suppressor and thermal fuse components (EDCO FAS-120AC or approved equivalent).

For surge suppressors SS17-SS22, use a shielded solid-state surge suppressor with 6-volt line-to-ground clamping and BNC coaxial connectors (EDCO CX06-BNCY or approved equivalent).

## D. System Functional Requirements

Certain major functional capabilities are required for use of particular VDS equipment and software in addition to the functional output requirements for the VDS system as a whole. As a minimum, provide these features and capabilities that directly affect the overall operational performance and goals of the System.

### 1. Functional Detection

Provide a VDS that performs the following functions as defined in Section 937.1.01:

- Vehicle counting
- Vehicle speed measurement
- Vehicle classification
- Per vehicle data acquisition
- Per lane data acquisition

### 2. Functional Output Parameters

Provide a VDS that outputs the following functional detection parameters on a per lane basis: volume, speed, occupancy, vehicle classification, and alarm.

### 3. VDS Software

Include in the VDS, software provisions for setup, control, and alarm reporting of multiple abnormal traffic conditions and stopped-vehicle detection zones over a wide area from multiple locations. These capabilities directly represent the tools necessary for the Department to improve traffic flow, detect and respond to unusual traffic conditions in a timely manner, and to respond to periodic major traffic-related events. Provide VDS software that allows server reconnection without the necessity of a manual restart of the VDS process. Provide VDS software packages that are capable of communicating simultaneously with multiple Server processes.

### 4. Video Detection System Processor Equipment and Software

Provide video detection system processor equipment that gives an operator the capability to define multiple detection zones within each individual video camera sensor's field of view at the video detection system processor via the configuration software. Provide flexibility in definition of the zones and response and processing time of each zone..

## E. System Technical Requirements

Follow these minimum requirements for system equipment and software that monitors vehicles on a roadway via processing of video images and provides detector outputs to .

### 1. System Hardware

Provide the system equipment with multiple video detection system processors, each having the capability to accept input from at least four video sources and transfer data from those inputs to server.

## 2. System Software

Provide a system capable of detecting and storing discrete lane data for either approaching or receding vehicles in at least 7 lanes plus 2 shoulder/emergency lanes. Provide software with the capability to define detectors through interactive graphics by placing lines and/or boxes in each video camera image locally and remotely through a web browser. Allow the user to redefine previously defined detection zones. Ensure that the video detection system processor calculates traffic parameters as required in Sections 937.1.01 and 937.3.06.D in real-time and provides local non-volatile data storage for later downloading and analysis. Provide one detector configuration GUI that supports all models and versions of the video detection system processors supplied under this Contract.

## 3. Real-Time Detection

- a. Video Sources: Provide a video detection system processor capable of simultaneously processing data and images from at least four (4) video inputs.
- b. Number of Zones: Ensure that the video detection system processor is able to collect the full range of data as defined in Sections 937.1.01 and 937.3.06.D in each of at least seven lanes and presence and alarm data as defined in Section 937.1.01 and 937.3.06.D in two shoulders/emergency lanes within the FOV of each video camera sensor.
- c. Detector Functions: Allow different detector types to be selectable locally and remotely via Embedded HTTP server through a web browser. At a minimum the detectors shall calculate the parameters defined in Subsection 937.3.06.D. Provide accuracy as defined in Subsection 937.3.06.D. Report processed information from the video detection system processor by individual lane.
- d. Autonomous Detection: Use the video detection system processor to compute traffic parameters and store them in non-volatile memory without a continuous connection to a Server. The video detection system processor shall then detect vehicles as a stand-alone unit, calculate traffic parameters in real-time, and store traffic parameters in its own non-volatile memory.
- e. Detection Compensation: Ensure that the video detection system processor is capable of compensating for camera movement attributable to temperature effects, wind shifting, pole sway, pole expansion, or vibration of the mounting when attached to bridges or other structures.

## F. Programming Requirements

### 1. Detection Zone Placement

Allow vehicle detection zones to be placed anywhere within the field of view of the video camera sensors. Detection zones shall be lines or boxes drawn in each visible lane or area of desired detection. Provide the user the ability to assign logical functions such as AND, OR, and NAND to one detector or a group of detectors.

### 2. Detection Zone Programming

- a. Detection Zone Placement and Manipulation: Provide remote programming by means of an Embedded HTTP Server to allow the user by means of a web browser to draw detections zones with a mouse interface. Ensure that the computer's monitor can display the detection zones superimposed on the video camera sensor's images. For local programming, provide a means for drawing detection zones through direct computer and monitor connection to the video detection system processor. Ensure that the monitor can display the detection zones superimposed on the video camera sensor's images.

Allow the user to create detection zones of varying size and shape to allow best coverage of the viewable roadway lanes, ramps, and shoulders. Once drawn, save all the detection zones in a particular video camera sensor image as a detector configuration file on the Server for immediate or future downloading to the video detection system processor. Allow the user to retrieve the currently active detector configuration file from the video detection system processor.

- b. Detection Zone Editing: Allow the user to edit existing detector configuration files.
- c. Confirmation: When viewing vehicle actuations in real time on the Embedded HTTP Server by means of a web browser, make each detection zone visibly indicate the passage or presence of each vehicle detected by that particular zone.

## **G. Environmental**

### **1. Video Detection System Processor**

Provide a video detection system processor that operates reliably in a typical roadside traffic cabinet environment. Provide internal cabinet equipment and a video detection system processor that meet the environmental requirements of NEMA TS1-1989 (R1994, R2000, R2005).

### **2. Video Camera Sensor**

- a. Operating ambient temperature range: -30°F to 140°F (-34°C to 60°C). Additionally, include a heater to prevent the formation of ice and condensation in cold weather. Do not allow the heater to interfere with the operation of the video camera sensor electronics, or cause interference with the video signal.
- b. Humidity range: 5-95% humidity per NEMA TS1-1989 (R1994, R2000, R2005), Section 2.1.5.2.
- c. Vibration: Do not allow vibration to impair performance when the camera is mounted on 96 ft (29 m) or shorter pole. Provide a video camera sensor and enclosure that maintains its functional capability and physical integrity when subjected to a vibration of 5 to 30 Hz up to 0.5 gravity applied to each of three mutually perpendicular axes (NEMA TS1-1989(R1994, R2000, R2005), Section 2.1.12).
- d. Shock: Ensure the video camera sensor & enclosure can withstand a 10G±1G shock. Neither permanent physical deformation nor inoperability of the video camera sensor and enclosure can be sustained as a result from this shock level.
- e. Acoustic Noise: Provide a video camera sensor and enclosure that can withstand 150 dB for 30 minutes continuously, with no reduction in function or accuracy.

### **937.2.02 Delivery, Storage, and Handling**

Not applicable

## **937.3 Construction Requirements**

### **937.3.1 Personnel**

Not applicable

### **937.3.2 Equipment**

Not applicable

### **937.3.3 Preparation**

Not applicable

### **937.3.4 Fabrication**

Use a maximum of two conductors on quick-clamp type terminals for the cabinet equipment. (Terminals are described in Subsection 937.2.C.1) When using fork terminals crimp them with a calibrated ratchet tools; install a maximum of two fork terminals at a given screw terminal position. Protect all conductors and terminals that could be hazardous to maintenance personnel with suitable insulating material. The insulating material shall be easily removed by hand for access to the conductors and terminals.

## **937.3.5 Construction**

### **A. Installation**

Install all video camera sensors, video detection system processors, and associated enclosures and equipment at the locations specified in the Plans. Install all rack-mounted equipment with one rack unit space between adjacent equipment. Make all necessary adjustments and modifications to the total VDS system prior to obtaining TCC recommendation for system acceptance.

Request that the Department establish the utility service(s) required for a VDS installation as described in Section 939..

### **B. Functional Output Protocol**

Use a communication protocol that is network-independent and allows communication with the TCC server through a high-level TCP/IP network protocol interface.

### **C. Camera Sensor Operating Locations**

Adjust the video camera sensor lens to match the width of the road and minimize lane vehicle occlusion. Mount the camera at the top of the specified pole or structure for that location as shown on the plans.

### **D. Cabinet Equipment**

#### **1. General**

- a. **Wiring, Conductors and Terminal Blocks:** Use stranded copper for all conductors, including those in jacketed cables, except for earth ground conductors, which may be solid copper. Neatly arrange all wiring, firmly lace or bundle it, and mechanically secure the wiring without the use of adhesive fasteners. Route and secure all wiring and cabling to avoid sharp edges and to avoid conflicts with other equipment or cabling. Route camera control wiring, and 120 VAC power wiring separately. Terminate all wiring on a terminal block, strip, bussbar, or device clamp or lug; do not splice any wiring. Use a minimum #12 AWG for all conductors of 120 VAC circuits.

Label coaxial cables for VDS cameras between SS17-SS22 and the VDS video input "CX" where the "X" indicates the surge suppressor identifier (e.g., cable C9 connected to SS17, cable C10 connected to SS18.)

Number all terminal blocks, terminal strips, circuit breakers and bussbar breakers and have each item and each terminal position numbered and named according to function as shown in the "quoted labels" in the Detail Drawings. Label terminal blocks, terminal strips, circuit breakers and bussbars with silk-screened lettering on the mounting panel.

- b. **Surge Suppression:** Protect all copper wiring and cabling entering the cabinet housing, except for the earth ground conductor, by surge suppression devices as specified. Terminate all wiring between cabinet devices and the transient surge suppressors, except for the video signal coaxial feed, on terminal strips. Use a minimum #16 AWG grounding of each surge suppression device, or larger if recommended by the surge suppression device manufacturer. Use insulated green wire and connect the ground wire directly to the ground bussbar. Do not "daisy chain" with the grounding wires of other devices including other surge suppressors. Dress and route grounding wires separately from all other cabinet wiring. Install grounding wires with the absolute minimum length possible between the suppressor and the ground bussbar. Label all surge suppressors with silk-screened lettering on the mounting panel.

Use minimum #18 AWG insulated black wiring between the surge suppression device sockets and the terminal blocks for the protected circuits.

Furnish and install a surge suppressor (SS17 through SS22 as required) for each video signal coaxial line. For each cabinet housing, include surge suppressor SS16 for the VDS camera power lines installed on TB2.

- c. Component Installation: Fasten all components of the cabinet assembly to be mounted on cabinet side panels with hex-head or phillips-head machine screws. Install the screws into tapped and threaded holes in the panels. These components include but are not limited to terminal blocks, bussbars, panel and socket mounted surge suppressors, accessory and equipment outlets, and DC power supply chassis. Fasten all other cabinet components with hex-head or phillips-head machine screws insulated with nuts (with locking washer or insert) or into tapped and threaded holes. All fastener heads and nuts (when used) shall be fully accessible within a complete cabinet assembly, and any component shall be removable without requiring removal of other components, panels, or mounting rails. Do not use self-tapping or self-threading fasteners.

## 2. Type D Cabinet Equipment

Install cabinet equipment as shown in Detail Drawing 937.1

### **E. Cables, Conduit and Power Service**

Furnish and install electrical cables used for video, control, communications signaling and power supply as shown in the Detail Drawings. Do not splice any cable, shield or conductor used for video, control, communications signaling, or power supply. Identify all conductors of all cables by color and number. Identify the conductor function in as-built documentation included in the cabinet documentation (see 937.3.05.F). Terminate cable used for video signaling in BNC connectors. After terminating and dressing the cables in the cabinet, neatly coil and store a minimum of 2 ft (0.6 m) of cable slack in the bottom of the cabinet. Cut unused conductors to a length that can reach any appropriate terminal. Bend back unused conductors over their outer jackets and individually tape them.

Provide electrical cables for video, communications signaling and power supply between the cabinet and the device as required below and install them as shown in the Detail Drawings.

Beginning at individual video camera sensors, carry video signals from the camera to the pole-mounted junction/splice cabinet via coaxial cable to the video detection system processor located in the field cabinet. Transmit the vehicle traffic data from the video detection system processor to a traffic control center via the Ethernet network system.

Install cabling inside new hollow metal or concrete support poles unless otherwise specified. Use weather heads on all nipple and conduit openings. Neatly install and route cabling to minimize movement in the wind and chafing against the pole, device or bracket. Form a drip loop at the weather head and route cabling to minimize water entry into the cable connector.

### **F. As-Built Drawings**

Furnish an as-built cabinet wiring diagram, identified by location, for each VDS cabinet. Include all wiring, cabling, connections, and camera mounting height. Place all documentation in a weatherproof holder in the cabinet.

## **937.3.6 Quality Acceptance**

### **A. Certification**

Within ninety (90) days after the issuance of the Notice to Proceed, certify that the proposed product has been sold, installed, integrated with a centralized transportation management system, and successfully operated within the last twenty-four (24) months. Submit a system for certification that consists of non-intersection applications of a minimum ten (10) video camera sensors and three (3) video detection system processors. Include in the Certification Document the requirements specified in Subsection 937.1.03.A. TCC staff will verify the information provided by the Contractor, and if successful, will issue a letter stating approval of the Certification to the Contractor (via the Fulton project engineer).

### **B. Software/Protocol Development**

*This section has been omitted*

### **C. Demonstration Test #1**

*This test has been omitted due to no VDS*

### **D. Accuracy Test**

This phase of testing involves accuracy of the video detection system. Each of the parameters described in Section Office of Traffic Operations

937.3.06.D.2 will be tested for specification adherence. The minimum requirements for the accuracy test are listed below. The Contractor shall provide a test plan and procedures for review and approval by the Department prior to any testing.

1. Test Procedures

- Record one continuous hour of traffic video from each of the two cameras used in Demonstration Test #1. Ensure that an accurate date- and time-stamp appears on the recorded image at all times. Record the traffic video on a weekday making sure to include a minimum of 20 minutes of traffic video obtained at post sunset or predawn.
- Record no video on a Georgia or Federal holiday.
- Record the video using a standard VHS video cassette recorder or digital format such as DVD (provided by the Contractor). Ensure that data is being collected and stored by the video detection system processor for the time periods that are being video recorded. Ensure that data, once archived, can be retrieved in five (5) minute intervals or increments. It is not necessary to store each 20-second interval of data for this test.
- Provide four completed video recordings to TCC personnel, arranged as follows:  
Video Recording 1: video from Category I camera  
Video Recording 2: video from Category II camera
- Label each video recording with the project number, camera ID, date and hours of recording.
- Following completion of recording, return to the TCC and upload and compile traffic data from the date and time periods matching the recordings. Perform this step in the presence of TCC personnel. Create organized spreadsheets containing the traffic data from the two video camera sensors being tested. Organize the data in 5-minute groupings of data, with each individual lane of traffic in a separate column on the spreadsheet (accuracy requirements are tested by lane, not by camera sensor location as a whole). Provide two separate spreadsheets, or spreadsheet tabs – one with Category I camera sensor traffic data and the other with Category II camera sensor traffic data. Label clearly. Provide only the data that corresponds to the hours of the video recordings.
- Provide a second set of spreadsheets with 5-minute groupings of vehicle count data obtained by manually counting vehicles on the video recordings by lane. TCC personnel will verify the accuracy of the manual counts provided by the Contractor by cross checking a sample. Once the Department satisfied with the accuracy of the manual counts provided by the Contractor, TCC personnel will verify the accuracy of the system using these manual counts and comparing those

counts to the system generated traffic data provided in the first set of spreadsheets. TMS personnel will check accuracy to ensure the product meets the below requirements.

## 2. Accuracy requirements

The following specified accuracies are stated as the minimum acceptable values. Provide detection accuracy of these values or better.

- a. **Volume:** For the Category I location, the volume (count) of vehicles in each lane collected by the video detection system must be within (+/-) five percent (5%) of the manually counted volume for that lane. For the Category II location, the volume (count) of vehicles in each lane collected by the video detection system must be within (+/-) ten percent (10%) of the manually counted volume for that lane. A minimum of three hundred (300) vehicles must be used as a sample size in each lane for volume counting accuracy checking. Each of the seven lanes will be individually tested for accuracy. For instances in which a vehicle is significantly occluded (hidden) by a vehicle in another lane, do not use that vehicle in the calculation of the volume counting accuracy test. For purposes of this test, "significant occlusion" is defined as a vehicle that is more than 50% hidden by the other vehicle.
- b. **Vehicle Classification:** For both the Category I and II locations, at least eighty percent (80%) of the vehicles must be correctly classified by the system into one of three bins (categories). A minimum of 200 vehicles must be used as a sample size in each lane for the classification portion of the accuracy test. The tester (TCC personnel) will count and classify one lane of traffic at a time using the video tape. The tester will classify the vehicles into cars, light trucks or tractor trailers (based on length). This will be done in each of the seven travel lanes. The manually collected data will be compared to the data collected by the system and the percent error will be calculated.
- c. **Stopped Vehicle Alarms:** For both the Category I and II locations, detect at least 95% of all stopped vehicles that stop on the shoulder detectors. Do not use the video tape for this portion of the accuracy testing. TCC testers will send a test vehicle to the two sites and purposefully stop a vehicle on the shoulder, at the location of the detectors, as confirmed via radio to TCC personnel. Personnel at the TCC viewing the detectors on the server will verify and note whether the system detected the presence of the stopped vehicle. Perform this test twenty (20) times for each camera location.
- d. **Speed:** For Category I locations, provide an average vehicle speed measurement within 10% (+/-) of actual speeds. For Category II locations, provide an average speed measurement within 15% (+/-) of actual speeds. Provide these levels of accuracies for traffic traveling between 10 and 75 mph (16 and 120 km/h). Provide these levels of accuracy during both day and night conditions. TCC personnel testing for these accuracies will use either laser detectors or probe vehicles, at their discretion, to conduct this portion of the accuracy testing. Accuracy checking data for speed are to be based on the average speed of the individual lanes in a camera's field of view.
- e. **Other parameters (Occupancy,):** If the measurements of a) and d) above fall within acceptable specified limits of accuracy, the remaining traffic parameters will be analyzed by TCC personnel to determine that they have been calculated and reported correctly. No vehicle-by-vehicle study will be performed for these parameters. Provide TCC personnel with the formulas/algorithms used by the system to calculate these remaining traffic parameters. If the formulas/algorithms are correct and the system has passed the volume and speed accuracy tests, the system will be deemed to have passed the accuracy test for occupancy..

## E. Demonstration Test #2

*This Demonstration Test has been omitted due to no VDS*

## **F. Post-Installation Acceptance Test**

Submit a written request to the Engineer for this test a minimum of 14 calendar days in advance of the test start date. Perform this test after all components of the system have been installed. Perform this test under the observation of TCC personnel. This test must be passed for the Department to accept the video detection system installation. Perform the test for a minimum of thirty (30) days, commencing on a date specified by the Department.

Begin no test on a Georgia or Federal holiday.

### **Test Procedures**

- Ensure that the video detection system installation is complete and that all detectors have been configured for all video camera sensors. Ensure that the Department has configured the client application at the control center to recognize the new processors prior to beginning the test.
- To begin the test, ensure that all data elements from all processors in the project are flowing correctly into the system. Check this by viewing the incoming data at the Server in the presence of TCC personnel at the control center. TCC personnel must concur with any declaration that all data is flowing into the system. Correct any deficiencies at this point before proceeding with this test.
- After it has been determined that data from all processors is flowing into the system, begin fully testing the cameras selected by the Department for this test. The full post-installation acceptance test consists of the same accuracy testing as defined in Section 937.3.06.D. Collect one hour of recorded video from each camera site and turn the video tapes over to the TCC personnel for their use in checking accuracy. TCC personnel will use the same minimum number of vehicles for the sample sizes.
- The Department will select ten percent (10%) of the Category I locations and ten percent (10%) of the Category II locations at random for this test. At least one camera selected for the test will be a ramp camera (camera that detects ramp traffic).
- TCC personnel will issue a report with the accuracy results within seven (7) working days of the completion of the testing. Correct any noted specification violations in regards to accuracy levels and retest within five (5) working days. To retest, provide a new video tape of the corrected camera sensor to TCC personnel, who will check for accuracy again.
- Once all selected cameras have passed the post-installation acceptance test, TCC personnel will issue a letter to the Fulton project engineer stating such fact.
- If any selected cameras fail the test, the Contractor will be given the opportunity to recalibrate all the cameras and will be required to provide new one hour video recordings from each camera. The Department will then select ten percent (10%) of the Category I locations and ten percent (10%) of the Category II locations at random for the retest.

## **937.3.7 Contractor Warranty and Maintenance**

### **A. Warranty**

Provide the complete video detection system equipment and software with a minimum (2) year warranty. Begin the two (2) year warranty period when the project has received final acceptance from the Department OR after requesting and receiving the Department's acceptance of the VDS system. When the Department detects a failure of any component of the system during the warranty period, the Department will notify the Contractor in writing of the problem. Correct the problem within seven calendar days after receiving the notification or else pay liquidated damages in the amount of \$600 per calendar day until the problem is corrected. Repair or replace the defective device(s) and ensure that all vehicle detection affected by the problem is brought within original accuracy parameters. Once the Department has verified accuracy, the problem will be considered resolved.

### **B. Maintenance**

Department personnel will perform normal, routine maintenance (camera lens cleaning, periodic inspections, etc.). However, should malfunction conditions occur which affect overall detection performance (which can be attributed to a specific component or item-level components of the VDS e.g., video detection system processor, video camera sensor, or software), repair these conditions under warranty at no cost to the Department as detailed in Subsection 937.3.07.A.

## **C. Support**

During the warranty period, supply any software upgrades of the video detection system processor to the Department at no charge. In addition, provide phone consultation as needed at no cost during the warranty period for operating questions or problems that arise.

## **D. Future Support**

If the Department desires, it may enter into a separate agreement with the suppliers for technical support and software upgrades. Make available such a program to the Department after the original warranty period.

### **937.3.8 Training**

Provide maintenance training and configuration training to Department personnel. Provide a location for holding the courses near the project area. If requesting that the training be conducted away from the project area, pay all costs associated with travel and accommodation of all the students. Provide a member of the Contractor staff with intimate experience with this Contract at the courses to answer any inquiries. Furnish a training notebook in a labeled 3-ring binder to each trainee and an electronic copy of the training notebook to the Engineer.

Provide maintenance training for five people. Include in this training both classroom training and hands-on training. Conduct all training in half-day sessions. Two half-day sessions may be held on the same day. The total of the training shall consist of at least eight (8) clock hours of training for each participant. Include in the course content, at a minimum, troubleshooting and maintenance for the following: video camera sensor, housing, video detection system processor, and communications specific to the VDS.

Provide configuration training for five people. Include in this training at least eight (8) clock hours of training for each participant in either half-day or full-day sessions. Include in the course content, at a minimum, system configuration, zone configuration, and calibration.

Provide instructors for training that are qualified in their respective field as determined by the Engineer. Obtain approval of the instructor(s) from the Engineer.

Coordinate training with installation schedules as approved by the Engineer.

## **937.4 Measurement**

### **A. Video Camera Sensor Assembly**

Video camera sensor assemblies paid for are the number actually installed, complete, functional, and accepted. Unless otherwise specified in the Plans, furnish and install the following minimum items for a video camera sensor assembly.

- Camera, environmental enclosure, and mounting assembly with all associated hardware.
- Cabinet equipment, including but not limited to wiring, conductors, terminal blocks, surge suppression, field switch and the sliding drawer.
- All weather heads, vertical conduit risers, and conduit hardware on the VDS support pole for power service, grounding, communications, and control. If VDS and CCTV are mounted on the same pole, install common weather heads, conduit risers, and conduit hardware under Section 936 of the Specifications.
- All hardware and materials necessary to provide electrical power service to the VDS field location as shown in the Plans, including but not limited to vertical sections of conduit, conduit hardware, wire, circuit breakers, disconnect closures, and grounding. The Department will pay for horizontal sections of conduit separately.
- All cables, connectors, hardware, interfaces, supplies, and any other items necessary for the proper operation and function of any VDS system component to carry video signals to the video detection system processor.

**B. Video Detection System Processor, Type A**

Video detection system processors paid for are the number actually installed, complete, functional, and accepted. Unless otherwise specified in the Plans, furnish and install an video detection system processor to include, at a minimum, the following:

- Video detection system processor equipment with two video inputs.
- System software provided within the video detection system processor

**C. Video Detection System Processor, Type B**

Video detection system processors paid for are the number actually installed, complete, functional, and accepted. Unless otherwise specified in the Plans, furnish and install an video detection system processor to include, at a minimum, the following:

- Video detection system processor equipment with four video inputs.
- System software provided within the video detection system processor

**D. Testing**

Testing is measured as a lump sum for full delivery of testing and acceptance requirements.

**E. Training**

Training is measured as a lump sum for all supplies, equipment, materials, handouts, travel, and subsistence necessary to conduct the training.

**937.4.01 Limits**

Not applicable

**937.5 Payment**

**A. Video Camera Sensor Assembly**

Video camera sensor assemblies, complete in place and accepted by the Department, are paid for at the Contract Unit Price. Payment is full compensation for furnishing and installing the video camera sensor assembly.

Payment for camera sensors is made under:

|              |                              |          |
|--------------|------------------------------|----------|
| Item No. 937 | Video Camera Sensor Assembly | Per Each |
|--------------|------------------------------|----------|

**B. Video Detection System Processor, Type A**

Video detection system processors, complete in place and accepted by the Department, are paid for at the Contract Unit Price. Payment is full compensation for furnishing and installing the video detection system processor.

Payment for video detection system processor is made under:

|              |  |          |
|--------------|--|----------|
| Item No. 937 | Video Detection System Processor, Type A | Per Each |
|--------------|--|----------|

**C. Video Detection System Processor, Type B**

Video detection system processors, complete in place and accepted by the Department, are paid for at the Contract Unit Price. Payment is full compensation for furnishing and installing the video detection system processor.

Payment for video detection system processor is made under:

|              |  |          |
|--------------|--|----------|
| Item No. 937 | Video Detection System Processor, Type B | Per Each |
|--------------|--|----------|

**D. Testing**

The Department will pay for testing performed as prescribed by this Item, measured as provided under Measurement at the Lump Sum Contract bid price.

Payment for testing is made under:

|              |         |          |
|--------------|---------|----------|
| Item No. 937 | Testing | Lump Sum |
|--------------|---------|----------|

**E. Training**

The Department will pay twenty-five (25%) of the total Lump Sum Contract bid amount for training upon approval of the Training Plan. The Department will pay the remaining seventy-five (75%) after completion of all training as described in Subsections 937.3.08. The total sum of all payments cannot exceed the original contract amount for this item.

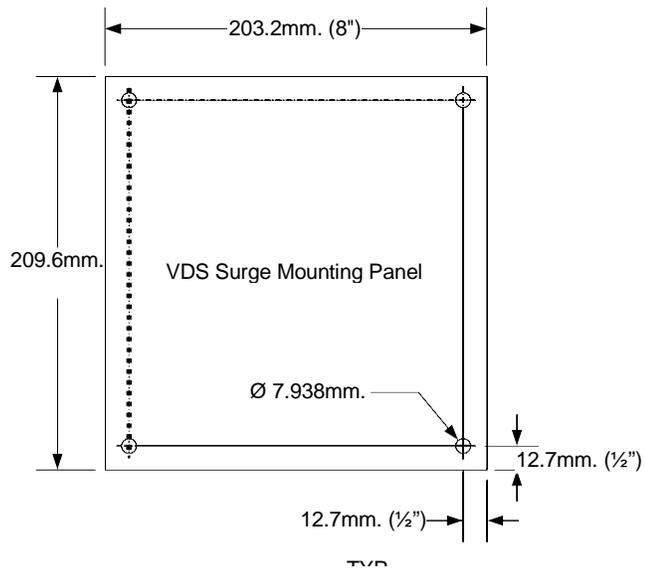
Payment for Training is made under:

|              |          |          |
|--------------|----------|----------|
| Item No. 937 | Training | Lump Sum |
|--------------|----------|----------|

**937.5.01 Adjustments**

Not applicable.





Note:

1. All linear dimensions +/- 0.005" tolerance.
2. Drawing not to scale.

### Detail Drawing 937.2

VDS Surge Mounting Panel Type D Cabinet

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: T209  
FULTON COUNTY  
P.I. NO. 0006912**

**Section 977 — Travel Time System**

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**977.1 General Description**

This Section describes a Travel Time System (TTS) that will collect and report in real-time a distribution of travel times along the SR9 corridor within the project area. Travel times will be measured for both northbound and southbound traffic. Identification of vehicles for travel time tracking will be performed without the need for any equipment or device to be attached to or in the vehicle.

The work consists of providing all labor, materials, equipment and incidentals to design, furnish, install, integrate, test, train and make operational the TTS along the SR9 corridor. The Contractor shall be responsible to provide final design of this subsystem as part of this Project. The intent of this TTS is for the Contractor (vendor) to provide a system of hardware and software that collects field data and processes that data to deliver travel time information for display on a locally existing and/or installed City web server. Travel time data shall also be integrated with the Fulton TCC 511 Travel Time System.

This Section provides minimal requirements for various major elements of the TTS but does not specify every facet of a complete integrated Travel Time System. The Contractor is required to submit a fully documented final design and details for a complete, integrated and functional TTS. Technologies that are acceptable for the TTS shall utilize either Wireless Bluetooth or Wireless Magnetic Signature technology.

**977.1.1 Definitions**

1. *Bluetooth Travel Time System:* This system reads the (Media Access Control) MAC address of Bluetooth enabled cell phones and/or personal computing devices passing each travel time station. The system wirelessly reads and computes the travel time of these devices between travel time stations. Data collected from travel time stations would be sent to a local Travel Time Data Server (TTDS) located at the Fulton County TCC for processing and dissemination.
2. *Wireless Magnetic Signature Travel Time System:* This system utilizes an array of wireless sensor devices imbedded in the roadway. Vehicles passing over this array are identified with a unique magnetic signature that allows the system to track the vehicles signature as it travels past other travel time stations and sensors. Data collected from

travel time stations would be sent to a local Travel Time Data Server (TTDS) located at the Fulton County TCC for processing and dissemination.

### **977.1.2 Related References**

#### **A. Georgia Specifications**

- Section 150 – Traffic Control
- Section 922 – Electrical Wire and Cable
- Section 925 – Traffic Signal Equipment
- Section 935 – Fiber Optic System
- Section 939 – Communications and Electronics Equipment

#### **B. Referenced Documents**

- Traffic Control Systems Standards No. TS 1
- NEMA Traffic Control Systems Standards No. TS 2
- AASHTO Roadside Design Guide
- The Manual on Uniform Traffic Control Devices (MUTCD), current edition
- National Electrical Code (NEC)
- American National Standards Institute (ANSI)
- Federal Communications Commission (FCC) regulations
- Underwriters' Laboratories Inc. (UL)
- National Electrical Manufacturer Association (NEMA)
- Institute of Electrical and Electronic Engineers (IEEE)
- American Society of Testing and Materials (ASTM)
- American National Standards Institute (ANSI)
- Lightning Protection Institute (LPI)
- National Electrical Safety Code (NESC)
- Occupational, Safety, and Health Act (OSHA)
- Federal Highway Works Administration (FHWA)
- Nation Fire Protection Association (NFPA)
- National Cooperative Highway Research Program (NCHRP)
- Federal Communications Commission (FCC)
- Building Industry Consulting Service International (BISCI)
- Society of Cable Telecommunications Engineers (SCTE)

All materials, equipment, accessories and components that are not in accordance with the specific standards and requirements shall require approval by the Engineer.

The Contractor shall bring any conflicts between referenced industry specifications and this Special Provision to the attention of the Engineer.

Use the latest version of referenced industry specifications, standards, and practices in force and in existence as of this Project's advertisement date unless otherwise noted. Acquire and use all applicable manuals, guidelines, and standards and practices that apply to the design, construction, and testing activities required to complete this Project.

**977.1.3 Submittals**

This Subsection and the following chart provide the Contractor with an outline of the submittal requirements for the equipment and components for all pay items in this Section 977. This chart is to be used as a guide and does not relieve the Contractor from submitting additional information and items to form a complete submittal package.

| Material                           | Ref      | Catalog Cuts | Mfg. Specification | Shop. Drawings / Installation Detail | Operational / User Manual | Test Schedule | Test Plan | Training Schedule | Training Material | Submittal Due Date (Calendar Days after NTP) |
|------------------------------------|----------|--------------|--------------------|--------------------------------------|---------------------------|---------------|-----------|-------------------|-------------------|--|
| Bluetooth Processor Sensor Station | 977.2    | X            | X                  | X                                    | X                         | X             | X         | X                 | X                 | 60   |
| Bluetooth Data Processing System   | 977.2    | X            | X                  |                                      | X                         | X             | X         | X                 | X                 | 60   |
| Wireless Magnetic Sensor Station   | 977.2    | X            | X                  | X                                    | X                         | X             | X         | X                 | X                 | 60   |
| Wireless Magnetic Data Processing  | 977.2    | X            | X                  |                                      | X                         | X             | X         | X                 | X                 | 60   |
| TTS Testing                        | 977.3.06 |              |                    |                                      |                           | X             | X         |                   |                   | 30 (prior to start of testing)               |
| TTS Training                       | 977.3.08 |              |                    |                                      |                           |               |           | X                 | X                 | 30 (prior to start of training)              |

Provide one (1) electronic (word files, PDFs, etc.) and three (3) paper copies of complete and thorough submittal data for all components required for this item. Electronic copies shall be delivered on a DVD; each submittal shall be on a separate DVD. Furnish the submittal data to the Engineer.

Include; but not limited to, in the submittal packages complete technical and performance specifications and cut-sheets on all hardware, components, and materials to be installed; construction TCC system details and schematics; operational / user manuals for provided equipment; schedules; and testing and training to be performed under this contract.

Neatly organize each package of submittal data and separate by hardware or software item. Include an index of all submittal data documents contained within the package. Provide submittal data that is neat, legible, and orderly.

Use the “Materials Certification Package Index and Transmittal Form”, contained in Section 105.02 of the Special Provisions, for each pay item to document and list all material and components that are included in the submittal package. Any submittal data submitted without the Index/Transmittal form or that is incomplete will be rejected.

A. Travel Time System

Submit complete physical, performance, and operational materials submittal data for the Travel Time System and all associated components.

B. Acceptance Testing

Perform comprehensive testing as specified in Section 977.3.06 of this Section.

Provide all test equipment and system set-up and diagnostic and test software required or needed for providing complete testing and troubleshooting of the equipment and/or software.

A list of all test equipment and software to be utilized for this Project shall be submitted to the Engineer for review prior to any testing activities. This may be submitted as part of the Test Plan submittal as specified herein.

Submit all testing plans and procedures for Engineer review and approval prior to any testing in accordance with the submittal chart items above. Test plan shall be comprehensive and demonstrate full compliance with these Special Provisions and Plans.

C. Warranties and Guarantees

In addition to the other submittal requirements, submit complete documentation on all manufacturers' warranties or guarantees on all components of the System furnished, as required in subsection 977.3.07 of this Section.

D. Training

Provide comprehensive Training on the TTS as specified in Subsection 977.3.08 of this Section.

Submit a Training Plan that includes, at a minimum, a detailed description of the contents of the course, an outline of the training course, resumes and references of the instructor(s), and the training notebook that the students will use during training.

E. As-Built Documentation

Provide as-built documentation for the TTS at the time of the request for Conditional System Acceptance testing. Final project acceptance will not be granted until complete as-built documentation has been submitted and approved by the Engineer as specified herein.

**977.2 Materials**

**977.2.1 Travel Time System (TTS)**

Ensure that the individual components and assemblies of the Travel Time System conform to the requirements specified herein. Ensure that all equipment, materials, components and assemblies of the Travel Time System conform to the manufacturer's requirements and recommendations.

Travel Time System

- a. This Project requires the Contractor to provide a complete and functional TTS utilizing one of the specified technologies. The Contractor shall indicate which technology (*Option*

*A: Wireless Bluetooth-based or Option B: Wireless Magnetic Signature-based*) they are proposing to deploy as part of their bid proposal

- b. It is the design intent that all TTS stations be located adjacent or in close proximity to existing traffic signal cabinets to the extent possible for power and communications connectivity. The Plans provide preliminary (possible) locations for TTS stations. The Contractor shall review these locations and as part of their final design propose final locations along with rationale for final device locations
- c. The Contractor shall provide final design services for the SR 279/Old National Hwy TTS subsystem:
  1. Determine optimal and final locations for TTS stations
  2. Determine final Travel Time Data Server (TTDS) requirements and communication interfaces and protocols between the TCC central system and the TTS field sensors and between the TTDS and the Fulton TCC System
  3. Conduct a field investigation along the corridor using a wireless / RF spectrum analyzer to determine potential interference levels within the 2.4GHz ISM frequency band within the project area and provide a summary analysis report to the Engineer
  4. If more than one type of wireless-based system is proposed on this Project (i.e., one for adaptive signal system detectors and another for travel time system) that the final design takes this into account and provide a design that will mitigate potential interference issues to the satisfaction of the Engineer. To the extent possible, potential solutions to consider should include, but not limited to; one or more of the following:
    - i. Horizontal (longitudinal) separation between the two wireless system devices should be a minimum of 75 feet
    - ii. Orientation of the centerlines of System A transmitting and System B receiving antennae should be greater than 60 degrees (dependent on proposed wireless overall antennae specs and wireless system orientation/architecture)
    - iii. Optimize frequency channel selections (if applicable) to avoid different / minimize possible system collisions
- d. Provide only proven equipment deployed by other governmental agencies for at least six (6) months prior to this project advertisement date shall be acceptable. Prototype equipment will not be acceptable
- e. System shall be constructed with all electronic components of solid-state design and modular construction
- f. Provide a Travel Time System with all equipment and materials that are needed for safe and reliable operation of the supplied device
- g. Provide a Travel Time System consisting of monitoring and control software, sensors, transmitters, antennae, power supplies, processors and servers that is tested, integrated and warranted by a single Travel Time System vendor

The following are the minimum requirements for the TTS components and materials:

Option A: Wireless Bluetooth Travel Time System

The Wireless Bluetooth Travel Time System option shall utilize the following elements to deliver a compliant Travel Time System.

*Bluetooth Field Sensor and Processor*

- a. The Bluetooth Sensor and Processor shall provide the means to detect and identify Bluetooth wireless devices carried in vehicles along the instrumented route and delivering that data to the TTDS
- b. The Bluetooth Sensor and Processor shall read the Media Access Control address (MAC) of Bluetooth devices passing by a TTS station and communicate this address via an Ethernet connection to a TTDS
- c. The Bluetooth Sensor and Processor shall be deployed as required to provide accurate data for the Travel Time System
- d. Travel Time Stations shall be configured to receive data from all associated sensors and transmit that data to the TTDS via an existing or new Ethernet switch located in the traffic signal cabinet at the TTS Station
- e. All data collected shall not be personally identifiable or stored in the system
- f. Each TTS shall have unique address and manageable from remote site
- g. All power for the Bluetooth Sensor and Processor shall be provided through the 120 VAC electrical panel located on an existing Traffic Signal Cabinet to the extent possible

*Bluetooth Data Processing System*

The Contractor (vendor) shall provide a complete data processing support system to process and disseminate the data collected by the Bluetooth Sensor system. This system shall include a TTDS and applications for management of the system and a public Travel Time website.

- a. The management application shall provide a secure web-based management interface to enable the user to view, analyze and configure the system
- b. The local TTDS shall host a fully developed website consisting of a map, travel time stations, and an application to deliver travel time to an existing City website
- c. The web application shall provide a web user the means to select a City, indicate their travel direction and their start and end travel time stations. Selection of these parameters shall cause the application to indicate the travel time between those stations (corridor segment). The indicated travel time shall be provided in near real time (within 2 minutes of being processed). The Contractor (vendor) shall coordinate the design and development of the website application / interface with Fulton County and the Engineer
- d. The Contractor (vendor) shall work closely with Fulton County to incorporate the web page design into the City's existing web site. The design intent is for travel time information collected and processed on this project for the entire SR9 project corridor to be posted to, hosted and maintained at this site.

- e. *Bullet is omitted*
- f. The data shall be available for viewing in real time or post processed. Data processing shall include travel time, flow, speed, and MAC address counts. The data processing shall also filter the following as needed to deliver the most accurate information: 1) Pedestrian traffic, 2) Vehicular, 3) Smoothing, 4) Mean/Median, etc.
- g. TTDS hardware shall be industrial / data center grade 19-inch rack mounted server provided with processors, RAM, disk drives, 10/100/100 Ethernet communications cards, dual redundant 120 VAC power supplies and cabling and any other device required to be fully operational and reliable
- h. TTDS shall be supplied with operating systems, databases, proprietary travel time processing software, web hosting software and any other software or application required to be fully functional in this system.
- i. TTDS shall be installed in an existing rack located in the Fulton County equipment room. Installation shall be coordinated with the Fulton County Traffic /IT Department and the Engineer
- j. The Contractor shall submit proposed TTDS design and configuration requirements to the City and Engineer for review and approval prior to procurement and installation

#### *Data Access*

- a. Raw data shall be available from the TTDS (database) by specific search options
- b. Delivery of XML (or other) formatted data to the Fulton TCC. The Contractor shall coordinate with Fulton on specific data format and delivery requirements of travel time data to Fulton
- c. Historical travel time data shall be stored by the System for a minimum of 1 year

#### Option B: Wireless Magnetic Signature Travel Time System

The Wireless Magnetic Signature TTS option shall utilize the following elements to deliver a compliant Travel Time System:

#### *Wireless Magneto Resistive Field Sensor*

- a. The Wireless Magneto Resistive Sensor (Sensor) shall be flush mounted in the roadway and shall sense vehicles by measuring the disturbance of the local earth magnetic field and wirelessly transmit vehicle detection to the TTDS. Installation details shall follow the manufacturer's requirements and recommendations

- b. Sensors shall be deployed to enable the supplied system to create “signatures” of passing vehicles that can then be used to track that vehicle along the instrumented route
- c. Analysis of the tracked vehicles signatures shall provide accurate travel times for a tracked vehicle
- d. All data collected shall not be personally identifiable or stored in the system
- e. Each unit shall have unique address and manageable from remote site
- f. Sensor arrays shall be deployed at all TTS stations and communicate with the TTDS via an existing or new Ethernet switch located in the associated Traffic Signal Cabinet at the TTS station

*Magnetic Signature Field Communications Transceivers*

- a. Detection data produced by the roadway Sensors shall be transmitted by the sensor and received by Wireless Magnetic Signature Communications Transceivers. These devices shall be supplied and deployed as required to communicate and process detection data from the roadway Sensors
- b. TTS stations shall be configured to receive data from all associated sensors and transmit that data to the central server via a new or existing Ethernet switch located in the traffic signal cabinet at the TTS station
- c. All power for the Wireless Magnetic Signature Communications Transceivers shall be provided through the 120 VAC electrical panel located in an existing Traffic Signal Cabinet to the extent possible

*Magnetic Signature Data Processing System*

The Contractor (vendor) shall provide a complete data processing support system to process and disseminate the data collected by the Wireless Magnetic Signature system. This system shall include local server(s) and applications for management of the system and a public Travel Time website.

- a. The management application shall provide a secure web-based management interface to enable the user to view, analyze and configure the system
- b. The local TTDS shall host a fully developed website consisting of a map, travel time stations and an application to deliver travel time to an existing City website
- c. The web application shall provide a web user the means to select a City, indicate their travel direction and their start and end travel time stations. Selection of these parameters shall cause the application to indicate the travel time between those stations (corridor segment). The indicated travel time shall be provided in near real time (within 2 minutes of being processed). The Contractor (vendor) shall coordinate the design and development of the website application / interface with Fulton County and the Engineer
- d. The Contractor (vendor) shall work closely with Fulton County to incorporate the web page design into the City’s existing web site. The design intent is for travel time information collected and processed on this project for the entire SR9 project corridor to be posted to, hosted and maintained at this site.

- e. *Bullet has been omitted*
- f. The data shall be available for viewing in real time or post processed. Data processing shall include travel time, flow, speed, and vehicle counts
- g. TTDS hardware shall be industrial / data center grade 19-inch rack mounted server(s) provided with processors, RAM, disk drives, 10/100/100 Ethernet communications cards, dual redundant 120 VAC power supplies, cabling and any other device required to be fully operational and reliable
- h. TTDS shall be supplied with operating systems, databases, proprietary travel time processing software, web hosting software and any other software or application required to be fully functional in this system
- i. TTDS shall be installed in an existing rack located in the Fulton County equipment room. Installation shall be coordinated with the Fulton County Traffic /IT Department and the Engineer
- j. The Contractor shall submit proposed TTDS design and configuration requirements to the City and Engineer for review and approval prior to procurement and installation

#### *Data Access*

- a. Raw data shall be available from the TTDS (database) by specific search options
- b. Delivery of XML (or other) formatted data to the Fulton TCC. The Contractor shall coordinate with Fulton on specific data format and delivery requirements of travel time data to Fulton
- c. Historical travel time data shall be stored by the System for a minimum of 1 year

#### **977.2.2 Delivery, Storage and Handling**

Provide all materials and components in protective packaging suitable for shipping and storage.

Label all boxes with contents, including manufacturer name, model, serial numbers, and project number. Deliver equipment and materials to the Fulton County Traffic Engineering Department location as directed by the Engineer.

The Contractor is responsible for all equipment, components and materials prior to installation and final project acceptance.

#### **977.3 Construction Requirements**

Ensure that all construction for the equipment, materials, components and assemblies of the TTS conform to the Contract and vendor's requirements and recommendations.

Install all equipment, materials and components at the locations indicated on the Plans unless otherwise approved by the Engineer.

Contractor shall be responsible for coordinating all installation activities with the Fulton and the Engineer.

**977.3.1 Personnel**

Not applicable

**977.3.2 Equipment**

Not applicable

**977.3.3 Preparation**

Not applicable

**977.3.4 Fabrication**

Not applicable

**977.3.5 Construction**

A. Travel Time System

The Contractor shall install the supplied Travel Time System field infrastructure and devices, TTDS and processing software as required to provide the most cost effective and accurate means of collecting and processing travel time data.

All TTS stations shall be surveyed and complete detailed installation Plans shall be provided as part of the submittal process. Installations shall meet all applicable State, local and Fulton construction requirements.

To the extent possible, all installations at TTS stations shall be powered from an existing traffic signal cabinet and communicate via an existing Ethernet switch located in the cabinet.

Internet connection to the local web server shall be provided by the City. The Contractor shall closely work and coordinate with the City.

The TTDS shall be installed in existing rack space located in the Fulton County Equipment Room. Installation and configuration shall be closely coordinated with the Fulton County Traffic / IT Department.

B. As-Built Drawings

Furnish three (3) sets of as-built drawings, schematics, parts lists and manuals of the delivered System and submit all copies to the Engineer. As-built plans shall be submitted to and approved by the Engineer prior to final project acceptance being given.

## 977.3.6 Quality Acceptance

### A. General

1. Acceptance testing of the Travel Time System consists of three phases: 1) Field Installation testing 2) Central TTDS testing and 3) System Burn-in Period.
2. No acceptance testing at a given site can begin until all field and/or TCC work associated with that site is completed
3. Perform acceptance testing for all equipment, hardware, software and work provided under this Contract, including each Travel Time System assembly field installation
4. Perform all testing in the presence of the Engineer. Notify the Engineer of proposed acceptance test schedule no less than 30 days prior to beginning the testing.
5. Develop detailed and thorough test procedures with full test plan descriptions and test results data sheets. The Contractor shall provide test plan to the Engineer for review and approval prior to any testing activities.
6. As part of the submittal data requirements, submit these test plans to the Engineer for approval. The Engineer will notify the Contractor of the approval or disapproval of the test procedures; only test procedures approved by the Engineer can be used.
7. The Contractor shall have a complete copy of all materials and equipment submissions and all documentary items on hand at all acceptance testing sessions
8. Demonstrate that the Travel Time System equipment, hardware and software meet all requirements of the Contract. These requirements include but are not limited to all design, construction, materials, equipment, documentation of manufacturer's certification of assembly and configuration, environmental, performance, communications and documentary requirements of the Contract.
9. Prior to the beginning of any acceptance testing at a given Travel Time System station site, complete all configuration and documentation described in Subsection 977.3.05.B. The Contractor shall be prepared to demonstrate such work.

### B Field Installation Test

1. Perform the Field Installation Test as an on-site test of the complete delivered equipment.
2. For the field equipment test confirm that Test probe vehicles or test probe Bluetooth devices are successfully identified at each travel time station.
3. Testing shall be performed in both directions during normal daytime traffic. Test probe vehicles and Bluetooth devices shall be of standard manufacture and commonly available types and shall be provided by or certified by the Engineer.
4. Tests shall include testing the accuracy of the TTS through the use of Ground Truth method. The Contractor shall propose a method of testing the accuracy of the TTS using ground truth.
5. The accuracy of travel times along any given segment of the project corridor shall be within 10 percent of ground truth over multiple trials.
6. Sufficient sample size shall be provided for statistical significance. Submit this information as part of the test plan submittal for review and approval by the Engineer.

7. Demonstrate that all performance and requirements as specified herein are fully met.

## C Central TTDS Test

1. Perform the Central TTDS Test as an on-site test of the complete delivered hardware and software.
2. For the Central TTDS Test confirm that all communications, data processing software and web applications perform as described in these specifications and the submitted test program.
3. Testing shall include confirmation of accurate travel times created by test probe vehicles or devices by comparison of calculated travel times versus real time measurements recorded by the test probes.
4. Tests shall also be performed to confirm the functionality of web application and Fulton TCC data delivery to the satisfaction of the Engineer.

## D Burn-in Period

### 1 General Requirements

- a. Provide a 21-day burn-in period for all work and equipment included in the Contract. The burn-in period shall consist of the field operation of the Travel Time System in a manner that is in full accordance with the Travel Time System assembly requirements of the Plans and Specifications.
- b. An acceptance test procedure is not required for the system burn-in.
- c. Conduct only one (1) burn-in period on the entire Contract. Commence with the burn-in period only after meeting all of the following requirements:
  - i. All work required in all Contract documents and approved submittals for the Travel Time System has been completed and inspected by the Engineer
  - ii. Successfully complete all Acceptance Testing
- d. Commence with the burn-in period upon written authorization by the Engineer to commence. Terminate the burn-in period 21 consecutive days thereafter unless an equipment malfunction occurs. Stop the burn-in period for the length of time any equipment is defective. After repairing the equipment so that it functions properly, resume the burn-in period at the point it was stopped
- e. When a specific piece of equipment or software has malfunctioned more than three times during the 21 day burn-in period, replace that equipment with a new unit and repeat the 21 day burn-in period

### 2 TTS System – Final Acceptance

- a. Final TTS system Final Acceptance will be granted once the Burn-in period is completed and approved and a comprehensive field inspection of the complete Travel Time System in accordance with the Specifications has been completed and approved by the Engineer
- b. Upon Burn-in period acceptance but prior to Final Acceptance of the entire Contract, the Contractor shall be responsible to maintain the complete Travel Time System in accordance with the requirements of Subsection 977.3.07

### **977.3.7 Contractor Warranty and Maintenance**

#### **A. Warranty**

1. Provide a Contractor and Vendor's warranty support period of three (3) years for all equipment, software, and materials furnished and installed as part of the Travel Time System
2. Transfer Vendor's and Contractor's warranties or guarantees to the City or user responsible for the Travel Time System maintenance. Make these warranties/guarantees continuous throughout their duration, and indicate that they are subject to such transfer
3. Transfer the warranties or guarantees upon Contract Final Acceptance

#### **B. Support**

1. During the warranty period, provide phone consultation as needed at no cost for any operating and maintenance questions or problems that may arise
2. Provide and install all software upgrades, patches or modifications required to maintain the system to the latest revision level

### **977.3.8 Training**

1. Request in writing the training date(s) a minimum of thirty (30) calendar days in advance of the desired training date(s). Do not submit the request to schedule the training prior to receiving the Engineer's approval of the Training Plan. Allow the Engineer to adjust the proposed schedule of the training by up to seven (7) calendar days, at no cost to the City, to allow for availability of City personnel
2. If the Contractor requests that the training be conducted away from the project area, the Contractor shall pay all costs associated with travel and accommodation of all the participants
3. The instructor shall be a trained employee of the equipment manufacturer or a trainer authorized by the manufacturer to perform training
4. In addition to the trainer, a member of the Contractor staff with intimate experience with this Contract will attend the training courses to answer any inquiries
5. Furnish each trainee with a training notebook in a labeled 3-ring binder and any other media required to deliver the training documentation
6. As a minimum, include the following with Travel Time System training:
  - a. Provide on-site setup, calibration, operations and maintenance training for up to twelve (12) people. Include both classroom training and hands-on / field training
  - b. Conduct all training in one day sessions or less
  - c. Perform a total of at least eight (8) clock hours of training for each participant
  - d. Training shall include as a minimum the following; 1) overview of the travel time system and communications design, 2) installation, calibration and setup, 3) local and remote operations, 4) hands-on troubleshooting, and maintenance of all TTS components, 5) web-site and NAV-2 interfaces, and 6) discussion of all warrantee clauses

- e. Provide discussion on what it will take for the City to expand this system and use it for origin-destination (O&D) studies along the corridor

**977.4 Measurement**

A. Equipment

For each field device and subsystem provided, furnish and install all mounting and interconnection materials, including but not limited to; mounting hardware, all patch cords of all types, power strips, outlets and power supply cables at no separate cost to the Engineer. If software device drivers/communication protocols are needed, provide and integrate them at no separate cost to the City Traffic/IT.

Travel Time System Data Processing Systems including the TTDS are measured as a lump sum for full delivery and acceptance of the Travel Time Data Processing System including all materials, components and subsystems required and/or needed.

B. Testing

Testing shall be provided as specified in Section 977.3.06 for full delivery of testing and acceptance requirements. Testing is measured as a lump sum for full delivery of project testing and acceptance requirements.

C. Training

Training shall be provided as specified in Section 977.3.08. Training is measured as a lump sum for full delivery of training requirements.

**977.4.01 Limits**

Not applicable

**977.5 Payment**

**Travel Time System**

Payment is full compensation for furnishing and installing the items complete in place according to this Special Provision. Payment for all items is as follows:

|               |                                    |          |
|---------------|------------------------------------|----------|
| Item 977-0100 | Travel Time Station                | Per Each |
| Item 977-0200 | Travel Time System Data Processing | Lump Sum |
| Item 977-8000 | TTS Testing                        | Lump Sum |
| Item 977-8500 | TTS Training                       | Lump Sum |

**977.5.01 Adjustments**

Not Applicable

# 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

**EXHIBITS**  
**(N/A)**

Examples of exhibits are:

- *Description of an item*
- *Graph(s)*
- *Diagram(s)*
- *Organizational Chart*
- *Drawings*

## APPENDICES (N/A)

Examples of appendices are:

- *Service Contract*
- *Maintenance Contract*
- *Policies*
- *Procedures*