



Fulton County, GA

Department of Purchasing & Contract Compliance

October 8, 2013

Re: **#13ITB89585K-DB**
Campbellton Road Sidewalks – T162 Project

Dear Vendors:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced **#13ITB89585K-DB; Campbellton Road Sidewalks – T162 Project.**

Except as provided herein, all terms and conditions in the ITB referenced above remain unchanged and in full force and effect.

Sincerely,

Darlene A. Banks, APA

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



#13ITB89585K-DB; Campbellton road Sidewalks – T162 Project
Addendum No. 1
Page Two

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

- Section 7 (revised) Contract Compliance Forms; this section has been revised in its entirety.
- Section 11(revised) Appendices; this section has been revised in its entirety.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned bidder acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the ITB due date and time **Monday, November 18, 2013, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 20__.

Legal Name of Bidder

Signature of Authorized Representative

Title

INSTRUCTIONS **(REVISED)**

Due to the Federal funding associated with this project, the Office of Contract Compliance is requiring that you complete Section 7.

SECTION 7 - DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Prospective Fulton County Bidders:

This project is Federally Funded in whole or in part and requires that information regarding Disadvantaged Business Enterprises (DBE) be included in this solicitation document. Please read all of the information carefully in particular the DBE goals that have been established for this project.

Although Fulton County maintains a directory of certified M/FBEs these vendors may or may not be certified Disadvantaged Business Enterprises (DBEs). If you are currently certified under Georgia Uniform Certification Program (UCP) Disadvantaged Business Enterprise Certification process you are eligible to participate in this solicitation as a DBE prime or subcontractor.

Should you have any questions about any of the information included in this section, please feel free to contact Darlene A. Banks, Assistant Purchasing Agent at darlene.banks@fultoncountyga.gov.

EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The successful Bidder(s)/Offeror(s) will be required to comply with all applicable Equal Opportunity laws and regulations, including the Fulton County Nondiscrimination in Contracting and Procurement Ordinance approved by the Board of Commissioners on July 7, 1999, prohibiting discrimination in purchasing and contracting based on race, color, sex, religion or national origin. A minimum goal has been established for participation in this Contract by Disadvantaged Business Enterprises of **12%** of the total price of the Contract. Bidder(s)/Offeror(s) will be required to demonstrate maximum satisfactory efforts to achieve this goal.

PROPOSAL EVALUATION AND AWARD

The selection of a successful Bidder(s)/Offeror(s) will also be based on an evaluation of the information submitted under the Disadvantaged Business Enterprise Utilization Section.

LETTER OF INTENT

All Bidder(s)/Offeror(s) are required to provide, at the time of proposal submittal, a copy of Schedule of Intended Subcontractor Utilization Exhibit "C" and Attachment "A", as well as copies of Letters of Intent fully executed by sub-contractors Exhibit "D" and Attachment "B" that the prime plans to use on this contract. The Letter of Intent must specify a Description of Work the subcontractor will perform, dates of utilization as well as dollar value of the work. DBEs receiving Letters of Intent will have to be listed on the Schedule of DBE Participation form in the DBE Specification and they must have a current certification on file as a DBE with USDOT in accordance with the requirements in 49 CFR Parts 26.

FULTON COUNTY DISADVANTAGED BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the County to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT/FAA – assisted contracts. It is also our policy:

- 1. To ensure nondiscrimination in the award and administration of USDOT assisted contracts;*
- 2. To create a level playing field on which DBEs can compete fairly for USDOT assisted contracts;*
- 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;*
- 4. To ensure that only firms that meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;*
- 5. To help remove barriers to the participation of DBEs in USDOT assisted contracts, and*
- 6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.*

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

Fulton County complies with contract goals on those federally funded contracts that have subcontracting possibilities.

Each solicitation for which a contract goal has been established requires the bidders/offeror's to submit the following information as part of their bid/proposal on Exhibit "C" and "D" of the M/FBE documents and Attachment "A" and "B" of the DBE documents:

- 1. The names, addresses and phone numbers of DBE firms that will participate in the contract;*
- 2. A description of the work that each DBE will perform;*
- 3. The dollar amount of the participation of each DBE firm participating;*
- 4. Written and signed documentation of commitment to use DBE subcontractor(s) whose participation it submits to meet the contract goal;*
- 5. Written and signed confirmation from the DBE that he/she is participating in the contract as provided in the prime contractor's commitment; and*
- 6. If the contract goal is not met, documented evidence of good faith efforts made to meet the goal on this particular project.*

Fulton County has designated the Office of Contract Compliance as its DBE Liaison Office and Rholanda Stanberry, Contract Compliance Administrator or her designated representative as the DBE Liaison Officer (DBELO). The contact information is as follows:

130 Peachtree Street, SW
Suite 1167
Atlanta, Georgia 30303
404-612-5800

DEMONSTRATION OF "GOOD FAITH EFFORTS"

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that he has done so either by meeting the contract goal or documenting good faith efforts. The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

Fulton County will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before the County commits to the performance of the contract by the bidder/offeror. Bidder's/offeror's that are informed by the Office of Contract Compliance that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

MONITORING OF DBE POLICY

Fulton County will require prime contractors to maintain records and documents of payments of DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of Fulton County or GDOT. This reporting requirement also extends to any certified DBE subcontractor.

Fulton County will keep a running tally of actual payments to DBE firms for work committed to DBE firms at the time of the contract award.

The Office of Contract Compliance Disadvantaged Business Enterprise Liaison Officer (OCC-DBELO) or the designated representative will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 48 hours from receipt of each payment the prime contractor receives from Fulton County. The prime contractor agrees further to return retainage payments to each subcontractor within 48 hours after the satisfactory completion of all work on project.

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOALS PROJECT:

Part I. The Disadvantaged Business Enterprise (DBE) contract goal for services associated with this project is. DBE participation may be in the form of a prime contractor, a joint venture arrangement, subcontractors, suppliers and/or other arrangements that qualify under 49 CFR, Section 26.55.

DBE PROGRAM REMINDERS

1. **DBE PLAN.** All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name address, and contact name, work description, and contract amount.
2. **Subcontractor and Supplier Participation.** Disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. **Failure to Meet DBE Goals.** Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Part 26. If Fulton

County determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.

4. **DBE Certification.** DBE Certification will be handled in compliance with 49 CFR Part 26 and the Georgia UCP as set forth in this document.
5. **Reporting.** The successful bidder must submit monthly DBE participation reports as well as an Exhibit "G", to the Office of Contract Compliance Disadvantaged Business Enterprise Liaison Officer, in a form prescribed by the Office of Contract Compliance.
6. **DBE Program.** The DBE Program is governed by the provisions of 49 CFR Part 26.
7. **Contract Assurance.** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the award and 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 Fulton County deems appropriate.

CERTIFICATION

To be certified as a DBE, a firm must meet all certification eligibility standards of Subpart D and E of 49 CFR Part 26. Fulton County is currently a member of the Georgia Unified Certification Program and will accept the certification decisions made by the certifying members of the UCP. Currently the certifying members are GDOT and MARTA.

1. The GDOT DBE certification application forms and documentation can be acquired from GDOT. For information about the certification process or to apply for certification, firms should contact: Georgia Department of Transportation, Equal Opportunity Division, One Georgia Center, 600 West Peachtree Street, N.W., Atlanta, Georgia 30308, (404) 631-1990 or (<http://www.dot.state.ga.us/dot/eeo-div>).
2. Fulton County participates in the Unified Certification Program (UCP) developed by local municipalities and the Georgia Department of Transportation's Equal Opportunity Division and approved by USDOT.
3. Any firm or complainant may appeal GDOT's certification decision to USDOT. The County will promptly implement any USDOT certification appeal decisions affecting the eligibility of DBEs for our USDOT assisted contracting.
4. If a business is presumed to meet DBE standards at the time of bid/proposal opening and is later determined not eligible Fulton County will immediately notify the bidder/offeror. The bidder/offeror on this project will then be allowed and expected to substitute another DBE vendor certified under 49 CFR Part 26, to ensure that DBE participation requirements are met.

During the life of this contract, the prime contractor must notify the Fulton County

Disadvantaged Business Enterprise Liaison Officer (DBELO) immediately if any of its DBE participants are no longer available to do work under the contract, pursuant to 40 CFR Part 26.53(f). The prime contractor is then required to make good faith efforts to identify a substitute DBE firm(s) and, once the County approves the substitution, the prime is then required to provide the new or amended subcontractors documentation to the Office of Contract Compliance.

ATTACHMENT "A"

DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTOR UTILIZATION

List all Disadvantaged Business Enterprises (DBE) to be used as subcontractors on this project. All DBEs proposed for utilization on this project must be certified by GDOT or another certifying entity as described in 49 CFR Part 26 prior to utilization on this project.

Fulton County Certification Expiration Date	Subcontractor	Contractor(s) Address and Phone Number	Description of work to be subcontracted	Projected Subcontractor Dollar Amount	Percentage of Contract Value

Company Name _____ Project Name _____ Project Number: _____

ATTACHMENT "B"

SUBCONTRACTOR UTILIZATION

List all subcontractors, including lower tiers, to be used on this project. All DBEs proposed for utilization on this project must be certified by GDOT or another certifying entity as described in 49 CFR Part 26 prior to utilization on this project and specifically be identified on Form 1 or Form 2. (Please add additional Attachment "B's" as needed).

Fulton County Certification Expiration Date	Subcontractor	Contactor(s) Address and Phone Number	Description of work to be subcontracted	Projected Subcontractor Dollar Amount	Percentage of Contract Value

Company Name _____ Project Name _____ Project Number: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ **COUNTY CERTIFIED**** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ **PERCENTAGE VALUE:** _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasized, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions against requiring that a bidder meet a contract goal (i.e., obtain a specific amount of DBE participation) in order to be awarded a contract, even though the bidder makes adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, not is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. 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 bidder must solicit this interest with in sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that 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 prime contractor might be otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or materials needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations 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 be reached for DBEs to perform the work.

(2) A bidder 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 or a bidder's failure to meet the contract DBE goal, as long as such cost are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contracts are not, however, required to accept higher quotes from DBEs if the price difference is excessive and unreasonable.
 - E. Not ejecting DBEs as being unqualified without sounds 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. non-union employee status) are legitimate caused for the rejection of non-solicitation of bids in the contractor's effort to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state and Federal minority/woman business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

DOCUMENTATION OF GOOD FAITH EFFORTS

A bid may only be deemed DBE responsive if the entire goals has been met or if a sufficient showing of good faith efforts has been made in accordance with "49 CFR Part 26.53".

Company Name _____

Project Number _____

Project Name _____

Attach a thorough, detailed statement describing every step taken in an effort to meet DBE goal. Attach detailed documentary evidence supporting the efforts described in the statement. If the bidder is notified that it has failed to meet goal or document sufficient good faith efforts to meet the goal, the bidder is entitled to administrative reconsideration as described in 49 CFR 26.53(d).

FULTON COUNTY CERTIFICATE OF COMPLIANCE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the County's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in the performance of this project. It is the company's intent to achieve the Disadvantaged Business Enterprise (DBE) goals as well as meet the requirements of the County's Non-Discrimination Ordinance in Purchasing and Contracting.

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

Witness

Signature
Company Authorized Representative

Print Name
Company Authorized Representative

Date: _____

Company Name: _____

Project Number: _____

Project Name: _____

Notary

My Commission Expires

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 1

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 2

(REVISED)

SECTION 11

APPENDICES

Federal Requirements: United States Department of Transportation - Federal Highway Administration

State Requirements: Georgia Department of Transportation

Appendix A: Contractor Safety and Health Management Process

Appendix B: Special Assurances for Utility Contract Work Within Public Right-of-Way

Appendix C: Safety Policy Statement

Appendix D: Job Safety Analysis Worksheet Example and Information

Appendix E: Fact Finding Guide – GL

Appendix F: Davis-Bacon Act Wage Determination

United States Department of Transportation - Federal Highway Administration

12-19-94

NOTICE TO CONTRACTORS

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from

which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses. .

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially

those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security

number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

GOALS FOR FEMALE PARTICIPATION

APPENDIX A (43 FR 19473)

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

Goals and timetables

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

GOALS FOR MINORITY PARTICIPATION

Appendix B-80

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

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

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

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

State	Goal	(percent)
-------	------	-----------

Georgia:

035 Augusta, GA:

SMSA Counties:

0600 Augusta, GA-SC..... 27.2
GA Columbia; GA Richmond; SC Aiken;

Non-SMSA Counties..... 32.8

GA Burke; GA Emanuel; GA Glascock; GA Jefferson;
GA Jenkins; GA Lincoln; GA McDuffie; GA Taliaferro;
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;
SC Barnwell; SC Edgefield; SC McCormick;

036 Atlanta, GA:

SMSA Counties:

0520 Atlanta, GA 21.2
GA Butts; GA Cherokee; GA Clayton; GA Cobb;
GA DeKalb; GA Douglas; GA Fayette; GA Forsyth;
GA Fulton; GA Gwinnett; GA Henry; GA Newton;
GA Paulding; GA Rockdale; GA Walton

Non-SMSA Counties..... 19.5

GA Banks; GA Barrow; GA Carroll; GA Clarke;
GA Coweta; GA Dawson; GA Elbert; GA Fannin;
GA Floyd; GA Franklin; GA Gilmer; GA Gordon;
GA Greene; GA Habersham; GA Hall; GA Haralson;
GA Hart; GA Heard; GA Jackson; GA Jasper;
GA Lamar; GA Lumpkin; GA Madison; GA Morgan;
GA Oconee; GA Oglethorpe; GA Pickens; GA Pike;
GA Polk; GA Rabun; GA Spalding; GA Stephens;
GA Towns; GA Upson; GA White

037 Columbus, GA:

SMSA Counties:

1800 Columbus, GA-AL..... 29.6
AL Russell; GA Chattahoochee; GA Columbus

Non-SMSA Counties..... 36.1
AL Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether;
GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot;
GA Troup; GA Webster

038 MACON. GA
SMSA Counties:
4680 Macon, GA..... 27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs

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

Non-SMSA Counties 31.7
GA Baldwin; GA Bleckley; Crawford; GA Crisp;
GA Dodge; GA Dooly; GA Hancock; GA Johnson;
GA Laurens; GA Macon; GA Monroe; GA Peach;
GA Pulaski; GA Putnam; GA Taylor; GA Telfair;
GA Treutlen; GA Washington; GA Wheeler;
GA Wilcox; GA Wilkinson

039 Savannah, GA:
SMSA Counties:
7520 Savannah, GA 30.6
GA Bryan; GA Chatham; GA Effingham

Non-SMSA, Counties..... 29.8
GA Appling; GA Atkinson; GA Bacon; GA Bulloch;
GA Candler; GACoffee; GA Evans; GA Jeff Davis;
GA Liberty; GA Long; GA McIntosh; GA Montgomery;
GA Screven; GA Tattnell; GA Toombs; GA Wayne;
SC Beaufort; SC Hampton; SC Jasper

040 Albany, GA:
SMSA Counties:
0120 Albany, GA..... 32.1
GA Dougherty; GA Lee

Non-SMSA Counties 31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks;
GA Calhoun; GA Clay; GA Clinch; GA Colquitt;
GA Cook; GA Decatur; GA Early; GA Echols; GA Grady;
GA Irwin; GA Lanier; GA Lowndes; GA Miller; GA Mitchell;
GA Randolph; GA Seminole; GA Terrell; GA Thomas;
GA Tift; GA Turner; GA Worth

1-25-00

**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 Register, 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 and State-Aid projects shall be separate and distinct and cannot be transferred or combined in any manner.

DBE PROCEDURES: The Contractor shall develop techniques to facilitate DBE participation in subcontracting activities. These techniques include:

- (A) Arranging solicitations, time for the presentation of quotes, quantities, specifications, and delivery schedules so as to facilitate the participation of DBEs.
- (B) Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

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. It 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. It 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 that 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 them in responding to a solicitation.
- (1) (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) A Contractor 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.

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.

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) Written confirmation from the DBE that is participating in the contract, as provided in the prime contractor's commitment.
- (6) 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) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

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.

"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 a material 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. The Contractor is found to be in noncompliance, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract.

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

(A) When a DBE participates in a contract, you count 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 it is determined that 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 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. 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 its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its 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 that it 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 it is 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 that 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) 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. 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) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(a) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(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) (b) 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 expedition 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) 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 that is 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.

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 quarter may cause payment to the contractor to be withheld.

7. In addition to the aforementioned report, 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 Department may periodically request that certain information be supplied by the Contractor. 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 that is unable to perform for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure that the substitute firms are eligible DBEs.

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 (404) 656-5323.



For Official Use Only

NOTICE OF INTENT

**State of Georgia Environmental Protection Division
For Coverage Under NPDES General Permit
To Discharge Storm Water Associated With Construction Activity**

PRIMARY PERMITTEE on Existing Sites Disturbing between 1 and 5 Acres

Coverage Desired (Check Only One)

GAR 100001-Stand Alone Development GAR 100002-Infrastructure GAR 100003-Common Development

I. SITE/OWNER/OPERATOR INFORMATION

Site Project Name: _____

GPS Location of Construction Exit: _____

Street Address: _____

City (if applicable): _____ County: _____

Subdivision Name (if applicable): _____

Owner's Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Operator's Name: _____ Phone: _____

Address _____ City: _____ State: _____ Zip Code: _____

Facility Contact: _____ Phone: _____

II. SITE ACTIVITY INFORMATION

Start Date: _____ Completion Date: _____ Estimated Disturbed Acreage: _____

Type Construction Activity: Commercial Industrial Municipal Infrastructure
 Utility Residential/Subdivision Development

Number of Secondary Permittees: _____

III. RECEIVING WATER INFORMATION

A. Name of Initial Receiving Water(s): _____

- Trout Stream Warm Water Fisheries Stream

B. Name of Municipal Storm Sewer System Owner/Operator: _____

Name of Receiving Water(s): _____

- Trout Stream Warm Water Fisheries Stream

C. Sampling of Outfall(s) Sampling of Receiving Stream(s)
 Trout Stream

Number of Outfalls: _____ Appendix B NTU Value: _____

Surface Water Drainage Area: _____

IV. ATTACHMENTS. (Check those that apply.)

Indicate below the items attached to this Notice of Intent:

_____ Location map showing the receiving stream(s), outfall(s) or combination thereof to be monitored.

_____ List of known secondary permittees.

_____ Schedule for the timing of the major construction activities.

V. CERTIFICATIONS. (Owner or Operator or both to initial as applicable.)

_____ I certify that the site has been mass graded.

_____ I certify that the site in compliance with existing E & S plan.

_____ I certify that the permittee shall submit any applicable fees.

_____ I certify that the site shall reach final stabilization within 180 days.

_____ I certify that a schedule for the timing of the various major construction activities, if applicable, is attached to this Notice.

_____ I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Owner's Printed Name: _____

Title: _____

Signature: _____

Date: _____

Operator's Printed Name: _____

Title: _____

Signature: _____

Date: _____

Instructions Notice of Intent - Primary Permittee for Storm Water Discharges
Associated With Construction Activity
To Be Covered Under The NPDES General Permit
Who must file a Notice of Intent (NOI) Form

This Notice of Intent must be typed. Any NOI that contains illegible information will not be accepted, will be returned, and the site will not be granted Permit coverage. All information on this NOI must be submitted to be a valid Notice.

The Owner or Operator or both of an activity that has a discharge of storm water from a site where construction activities occur must apply for a National Pollutant Discharge Elimination System (NPDES) Permit. The Georgia Environmental Protection Division has issued this General NPDES Permit for storm water discharges from construction activities with an effective date of August 12, 2003. The Permit is available for review at EPD's offices and on EPD's web page at www.dnr.state.ga.us/epd. It is highly recommended that the permittee read and understand the terms and conditions of the Permit. Contact EPD at the Regional Office or District Office shown on the next page for assistance in completing this NOI.

Where to file NOI Forms -- The NOI and attachments must be sent to the Regional Office or District Office shown on the next page. Please submit only the first two pages of this document plus your attachments, if necessary.

Section I. Site / Primary Permittee Information

Enter the information required. The site/project name is the physical location of the construction activity. Should the site lack a street address, sufficiently describe the facility location so that it can be found by district personnel. If additional space is needed, attach the description to the notice.

The facility contact is the person who the primary permittee has assigned the responsibility for the daily on-site operational control. Please do not leave any blanks in this section.

Section II. Site Activity Information

The start date and completion date are expected for the construction activity for which this NOI is applicable.

Estimated disturbed acreage is the total number of acres, to the nearest 1/10 acre, that will be disturbed under this NOI (this includes disturbances by the primary and all secondary permittees.)

Section III. Receiving Water Information

If the facility discharges storm water directly or indirectly (but not through a MS4) to the receiving water(s), enter the name(s) of the receiving water(s) and indicate whether the water(s) is a trout stream or a warm water fisheries stream. Attach to this notice a written description and a map of the location of the receiving water(s).

If the storm water discharges to a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4 (e.g., city name or county name) and the name of the receiving water at the point of discharge from the MS4. A MS4 is defined as a conveyance or system of conveyances (including: roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by a city or county which is designed or used for collecting or conveying storm water. It may be necessary

to contact the city or county that operates the MS4 to determine the name of the receiving waters. Indicate whether the receiving water(s) is a trout stream or a warm water fisheries stream.

Section IV. Certifications

All applicants must sign this certification. Permittees shall initial next to the applicable certification statements on the line provided. Federal and State statutes provide specific requirements as to whom is authorized to sign Notice of Intents. Signing of a Notice of Intent by others is not a valid submittal. Please be aware Federal and State statutes provide severe penalties for submitting false information on this application form. Federal and State regulations require this application to be signed as follows:

- For a corporation: by a responsible corporate officer;
- For a partnership or sole proprietorship: by a general partner or the proprietor; or
- For a municipality, state, Federal or other public facility: by either a principal executive officer or ranking elected official.

GEORGIA EPD DISTRICT OFFICES

All Notice of Intents, Notice of Terminations, Erosion, Sedimentation and Pollution Control Plans, Comprehensive Monitoring Programs, certifications, reports, and any other information shall be sent to the following District offices of EPD:

A. For facilities/sites located in the following counties: Bibb, Bleckley, Chattahoochee, Crawford, Dooly, Harris, Houston, Jones, Lamar, Macon, Marion, Meriwether, Monroe, Muscogee, Peach, Pike, Pulaski, Schley, Talbot, Taylor, Troup, Twiggs, Upson

Information shall be submitted to: West Central District Office
Georgia Environmental Protection Division
2640 Shurling Drive
Macon, GA 31211-3576
(478) 751-6612

B. For facilities/sites located in the following counties: Burke, Columbia, Emanuel, Glascock, Jefferson, Jenkins, Johnson, Laurens, McDuffie, Montgomery, Richmond, Screven, Treutlen, Warren, Washington, Wheeler, Wilkinson

Information shall be submitted to: East Central District Office
Georgia Environmental Protection Division
1885-A Tobacco Road
Augusta, GA 30906-8825
(706) 792-7744

C. For facilities/sites located in the following counties: Baldwin, Banks, Barrow, Butts, Clarke, Elbert, Franklin, Greene, Hall, Hancock, Hart, Jackson, Jasper, Lincoln, Madison, Morgan, Newton, Oconee, Oglethorpe, Putnam, Stephens, Taliaferro, Walton, Wilkes

Information shall be submitted to: Northeast District Office
Georgia Environmental Protection Division
745 Gaines School Road
Athens, GA 30605-3129
(706) 369-6376

D. For facilities/sites located in the following counties: Clayton, Coweta, DeKalb, Fayette, Gwinnett, Heard, Henry, Rockdale, Spalding

Information shall be submitted to: Mountain District - Atlanta Satellite
Georgia Environmental Protection Division
4244 International Parkway, Suite 114
Atlanta, GA 30354-3906
(404) 362-2671

E. For facilities/sites located in the following counties: Bartow, Carroll, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Douglas, Fannin, Floyd, Forsyth, Fulton, Gilmer, Gordon, Habersham, Haralson, Lumpkin, Murray, Paulding, Pickens, Polk, Rabun, Towns, Union, Walker, White, Whitfield

Information shall be submitted to: Mountain District - Cartersville Office
Georgia Environmental Protection Division
P.O. Box 3250
Cartersville, GA 30120-1705
(770) 387-4900

F. For facilities/sites located in the following counties: Appling, Atkinson, Bacon, Brantley, Bryan, Bulloch, Camden, Candler, Charlton, Chatham, Clinch, Coffee, Effingham, Evans, Glynn, Jeff Davis, Liberty, Long, McIntosh, Pierce, Tattnall, Toombs, Ware, Wayne

Information shall be submitted to: Coastal District- Brunswick Office
Georgia Environmental Protection Division
One Conservation Way
Brunswick, GA 31520-8687
(912) 264-7284

G. For facilities/sites located in the following counties: Baker, Ben Hill, Berrien, Brooks, Calhoun, Clay, Colquitt, Cook, Crisp, Decatur, Dodge, Dougherty, Early, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Miller, Mitchell, Quitman, Randolph, Seminole, Stewart, Sumter, Telfair, Terrell, Thomas, Tift, Turner, Webster, Wilcox, Worth

Information shall be submitted to: Southwest District Office
Georgia Environmental Protection Division
2024 Newton Road
Albany, GA 31701-3576
(912) 430-4144.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA SPECIAL PROVISIONS

2001 Standard Specifications Editorial and Errata Corrections

Page	Section	Correction
938	800.2.01.C	In the table under the test for "Reactivity" - Delete "ASTM C 227, C 289 and C 586" and add "AASHTO T 303"
972	815.2.02.A.1.d	In the table under "Carbonate content (magnesium or calcium)" - Delete "At least 90%" and add "At least 80%."
972	815.2.03.A.3	In the first sentence under Gradation - Delete ", except that the aggregate will be recycled concrete." and add ", except that the minimum required to pass the No. 200 (75 micron) sieve shall be 2%."
1162	919.2.A.2	In the Table, change the description of Type 1 rpm from "One-way, one-color, 4x2 in (100mm x 400mm), reflective" to "Two-way, one-color, 4x2 in (100mm x 400mm), reflective"
1162	919.2.A.2	In the Table, change the description of Type 2 rpm from "Two-way, one-color, 4x2 in (100mm x 400mm), reflective" to "One-way, one-color, 4x2 in (100mm x 400mm), reflective"

November 15, 2011

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
Project No. STP-0006-00(275) Fulton County
P.I. No. 0006275**

Section 108 – Prosecution and Progress

Retain Section 108.08 as written and add the following:

C. Intermediate Contract Time

1. Special Conditions - Roadway

Failure to reopen the lanes as specified in Special Provision 150.11.A will result in the assessment of Liquidated Damages at the rate of \$1000 per hour or portion of an hour thereof.

Failure to adhere to not working on holidays and the Georgia Tax Free Weekend as specified in Special Provision 150.11.C will result in the assessment of Liquidated Damages at the rate of \$5,000 per calendar day.

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

November 15, 2011

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
Project No. STP-0006-00(275) Fulton County
P.I. No. 0006275**

Section 150 – Traffic Control

Retain Section 150 as written and add the following:

150.11 SPECIAL CONDITIONS:

A. WORK HOURS:

This project requires the following restricted work hours:

Lane closures will not be permitted during weekdays (Monday through Friday) between the hours of 6:00 a.m. to 9:00 am; and 3:30 to 6:30 pm. Monday through Friday.

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

B. TRAFFIC CONTROL PLAN:

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

C. HOLIDAY WORK:

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

May 24, 2014 – May 27, 2014 – Memorial Day

July 4, 2014 – 4th of July

August 30, 2014 – September 2, 2014 – Labor Day

November 26, 2014 – November 30, 2014 – Thanksgiving

December 24, 2014 – January 1, 2015 – Christmas and New Years

Lane closures shall not be allowed during the weekends of the Georgia Tax Free Weekends.

November 15, 2011

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
Project No. STP-0006-00(275) Fulton County
P.I. No. 0006275**

Section 615 – Jacking or Boring Pipe

Delete Section 615 as written and substitute the following:

Section 615 – Directional Boring

615.1 GENERAL DESCRIPTION

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

615.2 MATERIALS

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

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

615.3 CONSTRUCTION REQUIREMENTS

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

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

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

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

five previously completed projects of similar scope to the boring work included in this contract.

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

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

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

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

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

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

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

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

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

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

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

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

615.4 MEASUREMENT

Directional bores will be measured by the horizontal linear foot (meter) of bore complete in place. The measurement for payment shall be determined by obtaining measurements from the points at which the bore arrives at the required minimum acceptable depth, at the entrance and

exit of the boring operation, following the central axis of the bore. Directional boring above the minimum acceptable depth shall not be measured for payment.

615.5 PAYMENT

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

Payment will be made under:

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

November 15, 2011

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
Project No. STP-0006-00(275) Fulton County
P.I. No. 0006275**

Section 923 – Electrical Conduit

Delete Section 923 as written and substitute the following:

Section 923 – Electrical Conduit

923.1 GENERAL DESCRIPTION

This section includes the requirements for metallic, nonmetallic, and flexible electrical conduit.

923.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

National Electrical Code
ANSI C-80.1
ASTM A 90
ASTM F 2160
Federal Specification WW-C-540a
Federal Specification W-C-1094
American National Standards Institute (ANSI) Specification TC 14, Type HW
Underwriters Laboratories (UL) 651
National Electrical Manufacturers Association (NEMA) Standard TC 7,
Type EPEC-B- HDPE

923.2 Materials

923.2.01 Metallic Conduit

A. Requirements

1. Use metallic conduit that meets the requirements of and is used according to the latest edition of the National Electrical Code.
 - a. Check the Plans or Project Proposal for the type of conduit allowed.
 - b. Ensure each section of conduit shows approval by the Underwriter's Laboratories, Inc. (UL).
2. Rigid Steel Conduit

Ensure that rigid steel conduit, elbows, and couplings meet ANSI C-80-1.
Use conduit protected by a uniform metallic zinc coating on both the exterior and interior surfaces.

 - a. Coat the conduit and coupling with a minimum coating of 1.24 oz./ft. (378g/m), total of both surfaces.

- b. Determine the weight of the zinc coating using either ASTM A 90, or, if the Engineer elects, a magnetic or electromagnetic thickness gage to measure the coating thickness.
3. Rigid Aluminum Conduit
Ensure that rigid aluminum conduit, elbows, and couplings meet Federal Specifications WW-C-540a.

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

923.2.02 Nonmetallic Conduit

A. Requirements

1. Polyvinyl Chloride (PVC) Conduit

Use unplasticized PVC conduit that meets the requirements of UL 651.

- a. Use Type 1 conduit only when encased in concrete. UL 651 refers to Type 1 as Type EB.
- b. Use Type II conduit for direct burial. Use Schedule 40 (heavy wall), unplasticized PVC conduit that meets the requirements of Federal Specification W-C-1094, unless otherwise specified.

2. Fiberglass Reinforced Epoxy (FRE) Conduit.

Use FRE conduit and fittings that meet the requirements of NEMA Standard TC 14, Type HW.

3. Smooth-Wall Coilable Electrical Polyethylene Conduit (HDPE).

Use HDPE conduit and fittings that meet the requirements of NEMA Standard TC 7, Type EPEC – B – HDPE (HDPE SDR 13.5).

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

923.2.03 Flexible Conduit

A. Requirements

1. Use flexible conduit with a galvanized steel core and a UV- resistant PVC cover.
2. Use liquid-tight conduit with a continuous copper ground.
3. Use conduit that meets the requirements of Article 351 of the National Electrical Code.

B. Fabrication

General Provisions 101 through 150

C. Acceptance

General Provisions 101 through 150

D. Materials Warranty

General Provisions 101 through 150

SECTION XI: SPECIAL CONDITIONS

SECTION 101 - DEFINITION AND TERMS

Section 101.04 AVAILABLE DAY

Delete the phrase: " at least five hours of"

Section 101.14 COMMISSIONER

Delete as written and substitute the following: the Fulton County Board of Commissioners

Section 101.22 DEPARTMENT

Delete as written and substitute the following: Fulton County Board of Commissioners

Section 101.24 ENGINEER

Delete as written and substitute the following: The Fulton County Director of Public Works, Acting directly or through his duly authorized representative or, as revealed by the context in which used, the entity responsible for the design, engineering and specifications to the plans.

Section 101.31 HOLIDAYS

Substitute: Fulton County for State of Georgia

Delete the following: January 19, Lee's Birthday; 3rd Monday in February, Washington's Birthday; April 26, Confederate Memorial Day; 2nd Monday in October, Columbus Day.

Add the following: Friday following Thanksgiving; Christmas Eve.

Section 101.48 PROPOSAL

The term proposal shall be considered to be synonymous with bid.

Add the following definitions:

Section 101.84 COUNTY

Fulton County Board of Commissioners

Section 101.85 OWNER

Fulton County Board of Commissioners

Section 101.86 CONSTRUCTION MANAGER

The owner's authorized representative, who shall manage the contract on behalf of owner.

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Add the following: This section also applies to Fulton County vendors.

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and substitute the following:

Bid Submittal

Bids shall clearly indicate the Legal Name, Address, and Telephone Number of the Bidder (Company, Firm, Partnership, and Individual). Bids shall be signed above the Typed or Printed Name and Title of the Signer. The Signer Shall Have the Authority to Bind the Bidder to the Submitted Bid.

One (1) Original Bid Package and Three (3) Copies of the Bid Shall Be Submitted in One Sealed Package, Clearly Marked on the Outside Sealed Bid for "**T162 Campbellton Road Sidewalks**" and Addressed to:

Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.E., Suite 1168
Atlanta, Georgia 30303

If utility work subject to the requirements of O.C.G.A. Section 43-14-8.2 is required for the project, the outside of the Bid shall also be marked, Contractor's Georgia Utility License Number

_____.

Information to be Submitted

Failure to submit any required data item may be cause for rejection. Bidders may submit such other data as they deem appropriate. However, voluminous or overly elaborate Bids are discouraged.

Bid Information Shall Include:

Bid Form - Provide a Bid Form for each individual project for which a bid is submitted on the forms provided in the Bid Documents.

Bid Bond - As required by Section 102.08.

Insurance - Refer to Added Section 102.15.

Compliance with Equal Opportunity Requirements - Refer to Section 102.07G and Added Section 107.26.

Project Schedule - Provide a Project Schedule in Accordance with Section 108.03.

Affidavits - Signed, Certified Copies of the Non-Conflict of Interest Certification; Non-Collusion Affidavit of Bidder; and Special Assurances for Utility Contract Work within Public Right-of-Way.

Organization Description - Provide a Short Resume of the Organization. Include Types of Similar Services/products Performed/provided by the Firm.

Project History - Provide a description of experience the firm has had with projects similar to the one described herein. Include contact person, name of project and telephone number, other than members of your firm that can be contacted regarding this project.

Current Workload - Provide the existing workload of personnel to be assigned, showing ability to meet project needs.

Organization - Provide a personnel summary of those individuals anticipated to be assigned to the project and the percentage of project for which each will be responsible.

Financial Capability - Provide certified copies of financial statements for the previous three (3) years. Note: Privately held companies should submit such financial statements as will allow adequate comparison with the financial data of publicly held companies.

References - Provide a list of references, contacts and telephone numbers that may be contacted regarding firm performance on the form provided.

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following Paragraphs:

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 will 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.

The County will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.

The Bidder shall notify the Owner of the date and time he/she proposes to examine the work site(s). The Bidder shall confine the examination to the specific areas designated for the proposed construction, including easements and public rights-of-way. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site have not been completed, the bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any and all damages caused and/or resulting from the site examination.

Section 102.06 PREPARATION OF PROPOSAL

Delete the fourth and fifth paragraph, beginning at the Certificate of Current Capacity.

Add the following:

The Bidder shall comply with the relevant requirements of all Federal State, County or local laws. The Bidder warrants that it has not employed or retained any company or person, other than a bona-fide employee working solely for the Bidder, to solicit or secure this Agreement, and

that it has not paid or agreed to pay any company or person, other than a bona-fide employee working solely for the Bidder, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Delete the paragraph beginning "All bids in excess of \$500,000" and subsequent paragraphs.

Section 102.07 REJECTION OF PROPOSALS

In the first sentence of introductory paragraph, delete the phrase: If the Certificate of Current Capacity is not executed under Oath and Substantiated,
Add the following paragraphs to 102.07.H:

EQUAL OPPORTUNITY:

Except as otherwise provided, during the performance of this Contract the Contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which Contractor has collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor agrees to comply with all Lawful agreements, if any, which the contractor had made with any association, union, or other entity, with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

C) The Contractor shall include the provisions of this Equal Opportunity Article in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. Failure of a successful bidder or contractor to fully disclose all the contractors or subcontractors to be engaged in a given public contract award may result in cancellation of the contract and imposition of a sanction on such violating bidder or contractor for the period of one (1) year.

Section 102.08 PROPOSAL GUARANTY

Delete in its entirety and substitute:

Each bidder must submit with the bid a separate bid bond for each project, each in an amount not less than five (5) percent of the dollar amount bid. Bonds must be written by a licensed Georgia agent in a company licensed to write surety bonds in the State of Georgia, and acceptable to Fulton County. Bonds are to be made out to Fulton County, Georgia.

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

Bonds shall be written by a surety listed in the Department of the Treasury circular 570; authorized to do business in the State of Georgia; 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 Attorney for the County.

Each bidder must submit with the bid proof of ability to provide a separate Performance and a Payment **Bond for each project. The Performance bond shall be in an amount equal to One Hundred Percent (100%) of the contract amount and the Payment Bond shall be in an amount equal to One Hundred Ten Percent (110%) of the contract amount.** If awarded the Contract, the successful Contractor will be required to provide a separate Performance and Payment Bonds for each project within seven days after Notice of Award and prior to the start of any work.

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

Any bids received after the stated time and date (included in this contract) 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 above 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 and Contract Compliance Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidders request and expense.

Any bids may be withdrawn up until the date and time set above for receipt of the bids. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) days to furnish Fulton County with the services set forth in the attached Scopes of Work until a bid has been duly submitted and accepted by the Fulton County Board of Commissioners. No guarantee or representation is made herein as to the time between receipt of bid and subsequent Board action. All expenses for making bids to the County are to be borne by the bidder.

Add the following sections:

Section 102.15 INSURANCE REQUIREMENTS

The insurance requirements for this contract are described in this contract document, and the contractor shall comply with, the Owner Controlled Insurance Program, attached to and made a part of this contract.

Any insurance provided by the Contractor pursuant to this bid must be obtained from a company licensed to do business by the Georgia Department of Insurance.

Section 102.16 ADDENDA AND INTERPRETATION

No interpretation of the meaning of the Bid Documents will be made orally to any Bidder. Any request for such interpretation shall be in writing addressed to Fulton County Purchasing Department, Attn: Darlene Banks, Assistant Purchasing Agent, 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA, 30303. Each such interpretation shall be given in writing, separately numbered and dated, and furnished to each interested Bidder. Any request not received in time to accomplish such interpretation and distribution will not be accepted.

Only communications from firms which are in writing and signed will be recognized by the County. The County shall not be responsible for oral interpretations given by any County Employee, representative or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given and upon which the bidder may rely.

If any addenda are issue to this Invitation to Bid, the County will attempt to notify all prospective bidders who have secured same. However, it shall be the responsibility of each bidder, prior to submitting the bid, to contact the Fulton County Department of Purchasing and Contract Compliance at (404) 730-4200 to determine if addenda were issued and to make such addenda a part of the bid.

SECTION 103 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT

Add the following:

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 ITB and any County requirement for agreement and contract. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

Section 103.01 CONSIDERATION OF PROPOSALS

Delete in its entirety and substitute the following:

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received on the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest bidder and the County reserves the right to award the contract to the lowest responsible bidder submitting a responsive bid with a resulting agreement which is most advantageous and in the best interest of the County. The County shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. The County also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

Subject to Section 103.01, the award(s) shall be made by the Board of Commissioners of Fulton County to the lowest reliable bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Request for Bid. Should the Owner require additional time to award a contract, the time may be extended by mutual agreement between the Owner and the successful Contractor. If an Award of Contract has not been made within sixty (60) days from the bid opening date, or within the extension mutually agreed upon, the Bidder may withdraw the bid without further liability on the part of either party.

Section 103.06 EXECUTION AND APPROVAL OF CONTRACT

Delete in its entirety and substitute the following:

The Owner shall furnish the Contractor(s) the conformed copies of Contract Documents within fifteen (15) days of Notice of Award of Contract, for execution by the Contractor(s) and the Contractor's surety.

Within ten (10) days after receipt, the Contractor shall return all documents properly executed by the Contractor and the Contractor's surety.

Attached to each document shall be the power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

Within thirty (30) days 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 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.

Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

Subject to O.C.G.A. Section 13-10-1 et. seq. (as amended) and O.C.G.A. 36-91-1 et. seq., failure to execute the Contract, Contract Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days after receipt of copies of the Contract may be just cause for annulment of the award and for the forfeiture of the proposal guaranty or bid bond to Fulton County, not as a penalty, but as liquidation of damages sustained. At the decision of the County, the award may then be made to the next lowest responsible Bidder, or the work may be re-advertised or constructed by County forces. The Contract and Contract bonds shall be executed in quadruplicate.

SECTION 104 - SCOPE OF WORK

Section 104.03 ALTERATIONS OF PLANS OR CHARACTER OF WORK

Retain 104.03.B, 104.03.C, and 104.03.D and delete remainder in its entirety and substitute the following:

CHANGES IN THE WORK:

The Construction Manager as the Owner's Agent may, pursuant to Fulton County Change Order Procedures (800-6), at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including but not limited to changes in the following:

In the specifications (including drawings and designs);
In the method or manner of performance of the work;
In the Owner-furnished facilities, equipment, materials, services, or site; or
Directing acceleration in the performance of the work.

Any other written order or oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Construction Manager which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Construction Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.

Except as herein provided, no other, statement, or conduct of the Construction Manager shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder. All change orders shall be issued pursuant to the Owner's change order policies and procedures.

If any change under this clause causes an increase in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an adjustment may be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective plans or specifications, no claim for any change under (b) above shall be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as therein required; and provided further, that in the case of defective plans or specifications for which the Owner is responsible, the adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective plans or specifications. The responsibility of the owner for defective plans or specifications under this Section shall be determined on the same standard of liability as applies to claims for delay under Section 105.13B.

If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Construction Manager a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Construction Manager. The statement of claim hereunder may be included in the notice under (b) above.

The Owner may, when changes are minor or when changes would result in relatively small changes in the Contract Price or Contract Time, elect to postpone the issuance of a Change Order until such time that a single change order of substantial importance can be issued incorporating several changes. In such cases, the Owner shall indicate this intent in a written response to the Contractor's request for a change.

No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after final payment under this Contract.

E. CHANGES IN CONTRACT PRICE:

The Contract Price constitutes the total compensation (subject to authorized adjustment) payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without changes in the Contract Price.

The Contract Price may only be changed by a Change Order (800-6). Any claim for an increase in the Contract Price shall be based on written notice delivered to the Construction Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days of such occurrence unless the Construction Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

The value of any work by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in one of the following methods in the order of precedence listed below:

By estimating the number of unit quantities of each part of the work which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

The Owner shall fix the total lump sum value of the change in the work of the Contractor following submittal within a reasonable time from the Contractor of an estimate of the direct cost of the work, which shall be added to or deducted from the Contract Price (which estimate shall include the Contractor's overhead and profits. If the Contractor does not submit an estimate of cost of the work in a reasonable time or if the Owner and Contractor do not reach agreement on the cost, the Owner may fix the total lump sum value at some reasonable amount. On any lump sum change which involves a net credit to the Owner, no allowance for overhead and profit shall be included.

F. CHANGES IN CONTRACT TIME:

The Contract Time may be changed only by a Change Order (800-6). Changes in the Work described in the subsection above entitled Changes in the Work and any other claim made by the Contractor for a change in the Contract Time shall be evaluated by the Owner with the assistance and input of the Construction Manager and if the conditions warrant, an appropriate adjustment of the Contract Time will be made.

The Owner, when making these evaluations shall take into consideration the amount and scope of Work which has been changed and shall evaluate if the change in Work has affected the critical path activities as currently approved on the Schedule of Record such that it would delay the completion of the Project. If after these evaluations have been made and in the opinion of the Owner, the Contractor is due an extension of time, then it shall be granted by a Change Order and the Owner shall pay the associated cost due the Contractor for direct field costs attributable to such extension.

Section 104.05 MAINTENANCE DURING CONSTRUCTION

Add the following as Section 104.05.H:

H. For this contract, all flaggers must have received training and a certificate upon completion of the training program. All costs for providing certified flaggers will be borne by the Contractor and payment to the Contractor will be included in the overall price bid for the project or in the item for Traffic Control when Traffic Control is included in the Contract as a pay item.

Failure to provide certified flaggers as required above shall be reason for the Construction Manager suspending work involving the flagger(s) and withholding all payments due until the Contractor provides the certified flaggers.

Add the following as Section 104.05.1:

I. The Contractor shall not perform work, move equipment or materials on the traveled way that slows traffic flow between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Equipment or materials moved on or across the traveled way at other times shall be done in such a manner as not to unduly interfere with traffic.

In the event that compliance with the objectives stated above is not achieved, the Construction Manager shall close down all operations being performed. The Construction Manager shall also withhold any payments due, when necessary, until the above requirements have been met.

There will be no separate measurement of payment for the work described herein, and all cost, direct or indirect, for complying with this requirement shall be included in the price bid for TRAFFIC CONTROL.

SECTION 105 - CONTROL OF WORK

Section 105.02 PLANS AND WORKING DRAWINGS

Add the following:

SHOP DRAWINGS:

The term "shop drawings" includes as-built drawings, diagrams, layouts, prints, descriptive literature, test reports, samples, calculations, schedules, schematics, material lists and information and items of similar meaning furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.

A. SUBMITTAL REQUIRED:

The Contractor shall furnish to the Construction Manager for review in accordance with the procedure outlined below, as-built drawings and descriptive literature for all manufactured or fabricated products. Performance curves and detailed information on non-manufactured products shall be provided when requested by the Construction Manager. Additional information such as special drawings, schedules, calculations and curves, shall be provided as specifically required in the Contract Documents. All submittals shall become the property of the OWNER with unrestricted rights of publication, disclosure, and use without attribution. Submittals shall include, but are not limited to, the following:

1. Labeling: Labeling equipment shall include:

- a. Job name and job location.
- Specification reference section and numbers.
Contract Drawing reference section and numbers.

2. Orderliness of Submittal: Shop drawings shall include in either a typed form or by reference numbers indicated on the submittal all items referenced in the Specification. This list shall follow the sequence of the Specifications.

3. Drawings (as-built): Drawings of equipment and materials shall be job specific and become the OWNER's property. Catalog drawings are not acceptable unless they have been clearly modified for the Project.

B. CONTRACTOR'S REVIEW:

The Contractor shall review and check Drawings and submittals. The Contractor shall indicate Contractor's approval by initials and date, and shall also reference each submittal to the paragraph of the Specifications or the Drawing number where the item appears. If the Drawings or submittal deviate from the Contract Documents, the Contractor shall advise the Construction Manager, in writing, of the deviation and the reasons therefore. The Contractor shall submit a minimum of six (6) copies of all shop drawings to the Construction Manager. All submittal Drawings shall be certified by a Professional Engineer Registered in the State of Georgia. A transmittal form shall accompany each submittal or group of submittal. A separate transmittal sheet shall be used for reference to each numbered paragraph of the Specifications.

ENGINEER'S REVIEW:

All submittals will be reviewed within a reasonable time after receipt, stamped, dated and initialed by the Engineer before they are returned to the Contractor.

1. Acceptable submittals will be marked No Exceptions Taken. A minimum of three (3) copies will be retained by the Engineer for the Engineer's and the Owner's use and the remaining copies will be returned to the Contractor.

2. Submittal requiring minor corrections before the product is acceptable will be marked "Make Corrections Noted". The Contractor may not order, fabricate or ship the items included in the submittal until the indicated corrections are made. Drawings must be resubmitted for review prior to installation or use of products.

3. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated. The "Rejected - See Remarks" notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.

DRAWINGS FOR CONSTRUCTION:

Drawings or other submittal not bearing the Engineer's No Exceptions Taken notation shall not be issued to subcontractor or utilized for construction purposes. No work shall be done or products installed without a drawing or submittal bearing the No Exceptions Taken notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Engineer's stamp.

E. SUBSTITUTIONS:

In the event the Contractor obtains the Engineer's approval for the use of products other than that which is called for in the Contract Documents, the Contractor shall, at Contractor's expense and using methods approved by the Engineer, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

CONTRACTOR'S RESPONSIBILITY

Use of the "No Exceptions Taken" notation on shop drawings or other submittal is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Engineer's review shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site.

The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades. 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."

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 Section 104.03 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, which shall remain the OWNER'S property, one copy of which the Contractor shall have available at all times on the Project site.

Section 105.03 CONFORMITY WITH PLANS AND SPECIFICATIONS

Add the following:

Whenever the Engineer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the list of approved manufacturers in the Specifications. Substitutions will be considered if the term "Equal To" precedes the names of approved manufacturers in the Specifications.

The Contractor may, after receiving the Notice to Proceed, submit shop drawings on the substitute product for consideration.

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder should include in the Bid the cost of accessory items which may be required by the substitute product, even though named, and the cost of any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on the Engineer's determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

Section 105.11 INSPECTION OF WORK

Add the following:

Unless otherwise provided in this Contract, acceptance by the Owner shall be made as promptly as practicable after completion and inspection of all work required by this Contract, or that portion of the Work that the Construction Manager determines can be accepted separately. Prior to any such inspection, contractor shall provide Record Drawings, certified by a Professional Engineer, registered in the State of Georgia, for that portion of the Work to be inspected. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee.

Section 105.13 CLAIMS FOR ADJUSTMENT AND DISPUTES

Delete 105.13 (A) (3)

SECTION 106 - CONTROL OF MATERIALS

Section 106.01 SOURCE OF SUPPLY AND QUANTITY OF MATERIALS

Add the following:

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this contract, reference to any equipment, material or article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at his option, use any equipment, material, article, or process, which in the judgment of the Construction Manager, is equal to that named. The Contractor shall furnish to the Construction Manager for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and other equipment which the Contractor contemplates incorporating in the work. When required by this contract, or when called for by the Construction Manager, the Contractor shall furnish the Construction Manager for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid.

Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection. All work under this contract shall be performed in a skillful and workmanlike manner.

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.01 LAWS TO BE OBSERVED

Delete in its entirety and substitute the following:

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

Section 107.02 PERMITS AND LICENSES

Add the following:

Permits and licenses of a temporary nature, including building permits, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed. 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 Annotated. Acceptance of the project as completed will not be made by the Owner until the Contractor has fully complied with this requirement.

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Add the following:

The Contractor shall install all necessary appurtenances along highways, streets, and roadways in accordance with MUTCD and Fulton County regulations, with reference to construction operations, safety, traffic control, road maintenance, and repair.

PROTECTION OF TRAFFIC:

The contractor shall provide suitable signs, barricades, and lights for protection of traffic in locations where traffic may be endangered by Roadway improvements. They shall be removed as soon as conditions which necessitated their placement has been cleared. No highway, street, or roadway shall be closed without first obtaining permission from the proper authority.

1. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient lights and other traffic control devices; shall provide qualified flaggers where necessary to direct traffic; shall take all necessary precautions for the protection of the work and the safety of the public. Flaggers shall be certified by attending a Georgia DOT approved flagged training program.

2. Roadway construction traffic devices and their installation shall be in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways.

3. Placement and removal of construction traffic control devices shall be coordinated with the DOT and Fulton County a minimum of 48 hours in advance.
4. Installation of construction traffic control devices shall be performed prior to commencement of channel improvement activities. Construction traffic control devices shall be removed immediately following their useful purpose.
5. Traffic control devices used intermittently, such as Flagmen Ahead signs, shall be removed and replaced when needed.
6. Channelization devices shall be positioned preceding an obstruction at a taper length as required by current Manual on Uniform Traffic Control Devices for streets and Highways, appropriate for the speed limit at location. Channel devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

B. Erosion and Siltation Control Add the following:

All measures for the control of erosion and siltation must follow the guidelines as specified in the Georgia Erosion and Sedimentation Act of 1975 (as amended).

C: Pollution Add the following:

All measures required to minimize water pollution to affected waters shall be undertaken in the proposed Work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum. The Contractor must adhere to the Soil Erosion and Sedimentation Act of 1975 (as amended) and the Erosion and Sedimentation Control Ordinance of Fulton County in effect at the time of the issuance of this agreement.

Any area used or involved in the Project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.

All chemicals used during Project construction or furnished for Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Necessary sanitary conveniences for the use of the labor on the Work shall be erected and maintained by the Contractor to comply with all applicable laws and regulations and in accordance with all Safety requirements. Their use shall be strictly enforced.

Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only in locations approved by the Construction Manager, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the Work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

The Contractor shall restore all easement areas upon completion of the Work and before leaving the Project Work Area. The Owner reserves the right to withhold funds for unsatisfactory clean-up and easement restoration.

F. MAILBOXES

Delete subsection F and substitute the following:

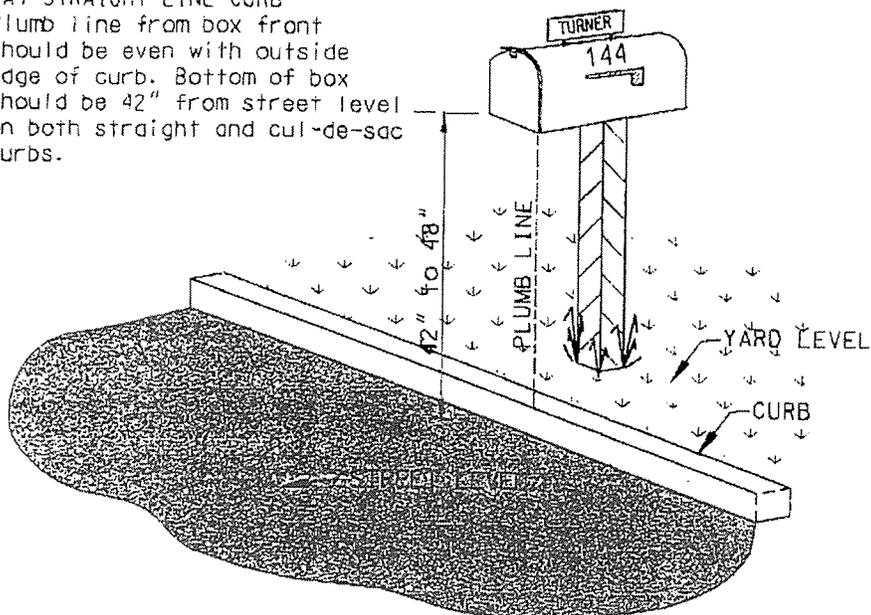
The Contractor shall have responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the Contractor to confer with the Post Office serving the area. The U.S. Postal Service has provided guidelines for the final placement of mailboxes as shown in the following figures.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damages posts and/or mailboxes shall be replaced and installed by the Contractor at his expense, excluding mailbox enclosures of masonry construction.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above, shall be included in the overall bid price.

(A) STRAIGHT LINE CURB

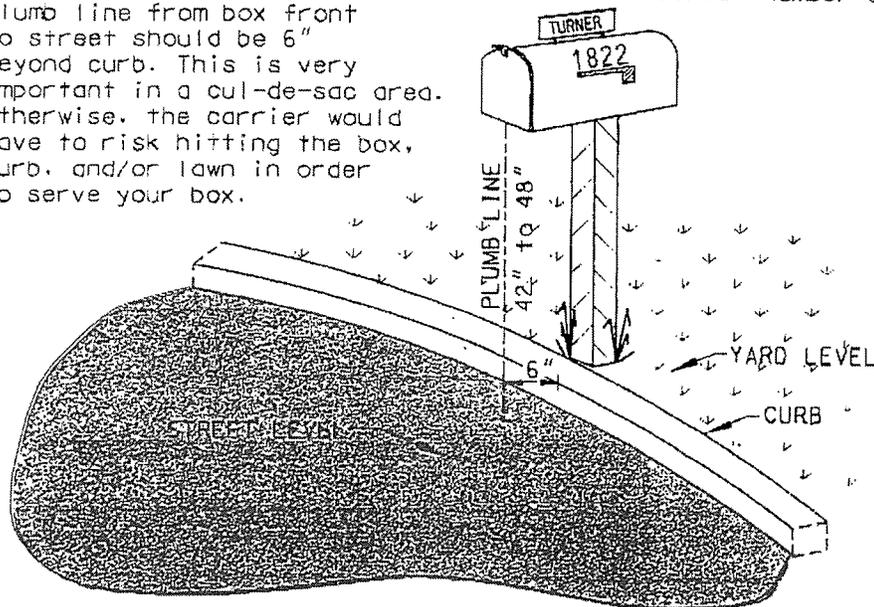
Plumb line from box front should be even with outside edge of curb. Bottom of box should be 42" from street level on both straight and cul-de-sac curbs.



* Street number on all boxes

(B) CUL-DE-SAC CURB

Plumb line from box front to street should be 6" beyond curb. This is very important in a cul-de-sac area. Otherwise, the carrier would have to risk hitting the box, curb, and/or lawn in order to serve your box.



* Street number on all boxes

U.S. POSTAL SERVICE MAILBOX GUIDELINES

The carrier can best serve/approach your box when it is positioned to the right of your driveway (when facing house), unless there is a cement drain on that side or, of course, if you live on a corner and your box and driveway are not on the same street. CAUTION: Be careful not to dig into telephone or power lines when erecting mail box.

Section 107.16 OPENING SECTIONS OF PROJECT TO TRAFFIC
Add the following:

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Prior to such possession or use, the Construction Manager shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the Project as are to be possessed or used by the Owner, provided that failure to list any item of Work shall not relieve the Contractor of the responsibility for compliance with the terms of the Contract. Such possession or use shall not be deemed an acceptance of any Work under the Contract. While the Owner has such possession or use, the Contractor, notwithstanding the provisions of the article of this Contract, entitled, Permits and Responsibilities, shall be relieved of the responsibility for the loss or damage to the Work resulting from the Owner's possession or use. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, such shall be transmitted to the owner in writing and an equitable adjustment in the Contract Price or the time of completion may be made, and the Contract may be modified in writing accordingly.

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraphs:

The Owner will provide, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-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 as scheduled, the Contractor may receive an extension of Contract Time, dependent upon the effect on the critical path activities of the project schedule.

Notwithstanding any provision to the contrary herein, should the owner fail to obtain the necessary rights-of-way contemplated in the scope of work, and should the work to be performed be stopped, delayed and/or enjoined by a court-of-law or otherwise, either party may terminate this agreement pursuant to the Termination for Convenience Clause and such clause shall govern in all respects any termination stemming from the Owners failure to obtain the necessary rights-of-way contemplated in the scope of work.

The Contractor shall inspect all easements and rights-of-way to insure that the County has obtained all land and rights-of-way as shown in the plans necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the Department.

SECTION 107.20 NO WAIVER OF LEGAL RIGHTS

Add the words AND WARRANTY to the title of this section.

Add the following:

WARRANTY:

The Contractor shall warrant for a period of one year from the date of the final acceptance that the completed project is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

Section 107.21 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

A. Overhead or Underground Utility Facilities

Add the following:

The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work.

B. Utility Facility Owners Add the following:

The contractor, as required by Georgia Law (Code Section 25-9-1 through 25-9-13), shall call the Utilities Protection Center (UPC) at 325-5000 or 1-800-282-7411, and all utilities, agencies or departments that own/or operate utilities in the vicinity of the construction work site to verify the location of existing utilities.

The following steps shall be exercised to avoid interruption of existing utility service:

Provide the required notice to the utility owners and allow them to locate their facilities according to the Georgia Law.

Expose the facility to verify its true location and grade in advance of roadway improvement. Repair or have repaired, any damage to utilities resulting from locating or exposing their true location.

Avoid utility damage and interruption by protecting it with means or methods recommended by the utility owner.

C. Cooperation With Facility Owners Add the following:

The Contractor shall so schedule the Work that the operation of any existing facility, including water mains and sewers, will not be interrupted. In the event certain tie-ins or other operations make it absolutely necessary to interrupt the operation of existing facilities, the Owner will be notified and such work will be done at a time and in a manner acceptable to the Construction Manager. Bypasses of untreated or partially treated wastes which are absolutely necessary to complete the Work shall be shown on the Construction Progress Schedule. The Construction Manager shall be notified in writing of the date and time, and duration of such bypasses at least ten (10) days in advance.

The Contractor shall protect from damage all existing improvements or utilities at or in proximity to the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care, in the performance of work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charges the cost thereof to the Contractor.

Prior to implementing Roadway Improvements, the Contractor shall verify all existing utilities true vertical and horizontal location within the vicinity. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall take whatever means may be necessary to protect existing facilities or utilities during performance of Roadway Improvements, as approved by the Engineer/Construction Manager. No payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities unless contract pay items are included.

The owner and/or operators of private or public utilities shall have access to such utilities at all times for the installation, maintenance, adjustment, repair and operation of said utilities. No extra compensation will be allowed because of the delay or interference caused by such work.

The plans show the approximate location of certain underground utilities, gas mains, water lines, drains, telephone cables, and structures according to information presented and available in the records. The determination of the exact location and other data on all existing facilities, their proper protection, maintenance and support during the prosecution of the work, is the express responsibility of the Contractor.

Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the utility owner and Construction Manager.

Temporary support, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Construction Manager.

All costs in connection with supporting, protecting, relocating, removal repair of damage, restoration of other ground structures, whether or not they are shown on the plans, not borne by the owner or owners of the utilities shall be borne by the Contractor.

No separate payment will be made for any work performed as herein above specified unless otherwise stated in the bid as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.

The Contractor shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the work.

The utilities shown on the plans are for the Contractor's benefit and are to be considered as approximate in location and are not all inclusive or exact. It is the Contractor's responsibility to contact all utilities and have them locate their lines in the field. Utilities shall be contacted a minimum of two (2) working days prior to commencing of construction.

It will be the Contractor's responsibility to conform to all the requirements of the specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project.

The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work. It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.

Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings.

Add the following SECTION 107.26 EQUAL OPPORTUNITY

Except as otherwise provided, during the performance of this Contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Contract will take affirmative action to ensure that applications are employed and treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following.

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The Contractor will in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which Contractor has collective bargaining agreements or other contracts or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor agrees to comply with all Lawful agreements, if any, which the contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions so as not to cause inconvenience, picketing, or work stoppage.

The Contractor shall include the provisions of this Equal Opportunity article in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Failure of a successful bidder or contractor to fully disclose all the contractors or subcontractors to be engaged in a given public contract award may result in cancellation of the contract and imposition of a sanction on such violating bidder or contractor for the period of one (1) year.

SECTION 108 - PROSECUTION AND PROGRESS

Section 108.01 SUBLETTING OF CONTRACT

Delete the following:

All that remaining portion of the fifth paragraph starting with the sentence beginning: Except for certain items exempted.

Add the following:

In accordance with the provisions stated above, the following items are designated Specialty Items whenever they appear in the Contract:

- All Grassing Items
- All Fencing Items
- All Highway Lighting Items
- All Highway Sign Items
- All Guardrail Items (Except Bridge Handrail)
- All Utility Items
- All Landscaping Items
- All Pressure Grouting, Slab Removal and Replacement
- All Permanent Traffic Markings
- All Signal Systems

Section 108.03 PROSECUTION AND PROGRESS

Retain as written and add the following:

“Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Saturdays, Sundays, or Legal Holidays, shall be performed without additional expense to the County.”

“The County reserves the right to prohibit work on weekends or holidays when major activities or events are scheduled or anticipated.”

Delete as written and substitute the following:

“Immediately after execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction Progress Schedule, in triplicate, in a form satisfactory to the Engineer showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the Project Schedule. This Schedule shall be in a bar chart or critical path method format and in sufficient detail to assure adequate planning and execution of the work and to assist the Engineer in appraising the reasonableness of the proposed Schedule and evaluating progress of the work.

The Progress Schedule must be activity oriented and not event oriented, except for determination of milestones. The Schedule shall be prepared under the supervision of the Contractors’ regular management personnel to show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The selection and number of activities shall be subject to the Engineer’s approval.

Contractor shall submit at monthly intervals an updated Progress Schedule showing the status of completed and remaining work. The monthly update shall indicate the date upon which activities were started and completed. The time estimated to complete partially completed activities shall be indicated. Changes in contract work shall be incorporated into the Progress Schedule no later than the first monthly update following the date that a written directive is issued.

In addition to the updated Schedule, the monthly update shall include a narrative report which shall include a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

The complete Progress Schedule, including a schedule of anticipated earnings, shall be submitted within thirty (30) calendar days after receipt of Notice to Proceed. The approved Progress Schedule shall then be the Schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make changes in the Schedule, he shall notify the Engineer in writing stating the reasons for the change. If the Engineer considers these changes to be of a major nature, he may require the Contractor to revise and submit for approval, without additional cost to the County, all of the affected portions of the Progress Schedule to show the effect of the entire project.

Failure to submit an updated schedule with the monthly payment request will be cause for rejection of the payment request. If, in the opinion of the Engineer, the Contractor falls behind in his schedule or will not be able to complete the project within the time limits, he may require the Contractor to revise his schedule and put additional equipment and/or manpower on the job as so ordered at no additional cost to the County.

Section 108.06 TEMPORARY SUSPENSION OF WORK

Add the following paragraphs:

“In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

Should the County be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or by any reason beyond the control of the County, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the County may determine will compensate for time lost by such delay with such determination to be set forth in writing.”

SECTION 108.07 DETERMINATION OF CONTRACT TIME

Add the following:

It is the intent of this Special Provision to require the Contractor to have the road open to two-way traffic as soon as possible. The date of beginning and times for the completion of the work are therefore essential conditions of the Contract Documents.

SECTION 108.08 LIQUIDATED DAMAGES

Add the following:

At the County’s convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages.

SECTION 109 - MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete section 109.07.A and Substitute the following

As long as the gross value of completed work is less than 50% of the total Contract amount, or if the Contractor is not maintaining his construction schedule to the satisfaction of the Engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate certified by the Engineer for payment.

After the gross value of completed work becomes equal to or exceeds 50% of the total Contract amount within a time period satisfactory to the County, then the total amount to be retained shall be 5% of the gross value of the completed work as indicated by current estimates, until all pay items are substantially completed. When time charges have ceased as defined in 108.07G and pending final acceptance and final payment, the amount retained may be further reduced at the discretion of the Engineer, subject to agreement by the Contractor and his Surety.

Section 109.07.G: Delete as written and substitute the following:

Interest will be paid upon funds retained pursuant to Section 109.07.A. in accordance with Georgia Law.

Delete Paragraph 109.07.H and Substitute the Following:

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, materialman, or subcontractor, 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 subcontractors that such payment is on account of the work under this Contract. Neither the County nor the Contract or Program Managers shall have any obligation to pay any subcontractor except as otherwise required by law.

Add as Section 109.07.I

I. INVOICES AND REQUESTS FOR PAYMENT: Invoices and requests for payment shall describe in sufficient detail to permit meaningful review by the Contract Manager the work completed for which the invoice or request is being submitted and shall not contain any provision adding to or altering the terms of the contract with regard to timeliness of payment or any other term of the contract. Any invoice containing any such provision shall be denied and is of no force or effect whether or not executed, accepted, or paid by the County. The Contractor shall re-submit the invoice or request for payment in a form consistent with the terms of the contract.

Section 109.08 FINAL PAYMENT

Delete in its entirety: Replace with the following:

Final Payment: Upon completion by the Contractor of the Work, including the receipt of any final written submissions of the Contractor, including drawings, and documentation of completion of punch list items, and the approval thereof by the COUNTY, the COUNTY will pay the Contractor a sum equal to 100 percent (100%) of the compensation set forth herein, less any assessed liquidated damages and the total of all previous partial payments, paid or in the process of payment.

Invoices and requests for payment shall not contain any provision adding to or altering the terms of the contract with regard to timeliness of payment or any other term of the contract. Any

invoice containing any such provision shall be denied and is of no force or effect whether or not executed, accepted, or paid by the County. The Contractor shall re-submit the invoice or request for payment in a form consistent with the terms of the contract.

Final payment will be acknowledged by the Contractor on a form provided by the County, which form the Contractor will execute and return to the County. The County shall send such form to the Contractor by certified mail, return receipt requested. The return receipt card shall be conclusive evidence of tender by the County of the final payment. The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the County or the Contract Manager for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the County from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same. The failure of the Contractor within 120 days of tender of the final payment to execute and return the release form or to notify the County of any dispute of the final payment shall operate as an acceptance of the County's tender as correct and shall operate as and be a release to the County and its Construction Manager from all claims of liability under this contract and for any act or neglect of the County or the Construction Manager.

In the event the Contractor timely disputes the amount of the final payment as stated therein, 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 Section 13-6-13 of the Official Code of Georgia 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. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for the Work. Further, the Contractor waive and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

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. Section 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 and are hereby waived. The County shall not be liable for any late payment interest or penalty.

SECTION 150 TRAFFIC CONTROL

Add the following:

150.01 DESCRIPTION: This section as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Traffic Control Plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic

signs, barricades, lights, signals, cones, pavement markings, and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices (excluding Traffic Signals) and installing additional devices as necessary in construction work zones.

For this project, all references in the Standard Construction Details listed below to Type I Barricades, Type II Barricades, Types "A" flashing-lights and Type "C" steady burn lights are deleted, except that Type "C" lights will be required for tapers in nighttime lane closures.

For this project, all references to flags on construction warning signs in the Standard Construction Details listed below are deleted except for signs which are mounted at less than seven feet (7') in height (portable signs).

Standard Construction Details

Lane Closure on Two Lane Highway

Lane Closure on Multi-Lane Undivided Highway

Traffic Control General Notes, Standard Legend, Miscellaneous Details

In addition, G20-1, G20-2A, and W20-1 signs shown on Georgia Standards 9102, 9106, 9107, and applicable Standard Construction Details shall conform to Part VI of the MUTCD, 2003 Edition.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall govern. The 2003 Edition of the MUTCD shall be in effect for the duration of the project.

The Contractor shall designate, prior to beginning any work, a Work Site Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices as described in Sub-Section 150.01. The Work Site Traffic Supervisor shall have to least one year experience directly related to work site traffic control in a supervisory or responsible capacity and shall have been certified by the American Traffic Services Association Work Site Traffic Supervisor Certification Program or and equal approved by Georgia Department of Transportation.

The Work Site Traffic Supervisor shall have a copy of the MUTCD on the job site. Copies of the current MUTCD may be obtained from:

U.S. Government Printing Office
Superintendent of Documents
Mail Stop: SSOP
Washington, D.C. 20402-9328

The Work Site Traffic Supervisor or his approved responsible representative shall be available on a twenty-four hour basis with access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Work Site Traffic Supervisor shall ensure that routine deficiencies are corrected within a twenty-four hour period.

The Work Site Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the roadway or to provide alternate traffic arrangements. Failure to actively pursue corrective measures as directed will result in a payment deduction in accordance with Sub-Section 150.08 from monies due or to become due the contractor. In addition, in emergency situations, Standard Specification Sub-Section 105.15 is amended to delete the requirement of forty-eight hours prior to the Engineer proceeding to maintain the Work operations.

The Work Site Traffic Supervisor shall verify daily that the Portable Variable Message Signs are in good operating condition and are displaying the appropriate messages.

To ensure that the provisions of this Sub-Section are adequately adhered to, the Work Site Traffic Supervisor shall submit on a weekly basis a completed Traffic Control Report Form for the Project Engineer's review and comment.

Failure to comply with the provisions of this modification of Section 150 shall be grounds for decertification and/or removal of the Work Site Traffic Supervisor from the project.

Failure to maintain a designated Work Site Traffic Supervisor or failure to comply with the provisions of this Document will result in cessation of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance and safety.

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. Reference is made to Subsections 104.05, 107.07, and 107.09.

All reflectorization for construction (black on orange) signs, object markers, and channelization devices shall meet the requirements of Section 913, Type II or III unless otherwise specified. All other signs shall meet the requirements of Type I unless otherwise specified.

No work shall be started on any project until the appropriate traffic control devices have been placed in accordance with Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan, proposed by the Contractor, and shall be submitted to Fulton County for approval in accordance with Subsection 104.03 of the Standard Specifications.

Some additional traffic control details will be required prior to any major shifts of traffic. The traffic control details shall include, but not be limited to, the following:

1. A detailed drawing showing traffic location and lineage for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plans, Special Provisions, and other signs as required to fit conditions.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Horizontal and vertical alignment and super elevation rates for detours, including cross section and profile grades along each edge of exist of existing pavement.

Drainage details for temporary and permanent alignments.

7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.)
8. Starting time, duration and date of planned change.

9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

E. The above details shall be submitted to the Engineer for approval at least 14 days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift which does not interfere with traffic shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

F. Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained in accordance with Subsection 104.05 throughout the construction period. All unacceptable traffic control devices shall be replaced within 24 hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. If traffic control devices are left in place for more than ten days after completion of the Work, the County shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

G. The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow on days immediately before, on, or after holidays or other days in which unusual traffic conditions exist, including threatening or inclement weather.

150.02 TEMPORARY TRAFFIC CONTROL ZONES:

In addition to the other provisions contained herein, work zone traffic control shall be accomplished using the following means and materials:

Portable advance warning signs as required by the contract or meeting the requirements of the MUTCD and Sub-Section 150.03.

Portable sequential or flashing arrow panels as shown in the Plans or Specifications for use on Interstate or multi-lane highway lane closure only, shall be a minimum size of 48" high by 96" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one mile. The minimum legibility distance is that distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements as shown in the MUTCD. The sequential or flashing arrow panels shall not be used for lane closures on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

Portable changeable message signs meeting the requirements of Section 632 and the MUTCD.

Channelization devices meeting the standards of the MUTCD and Subsection 150.05.

Precast concrete barrier meeting the requirements of Section 622.

Temporary traffic signals meeting the requirements of Section 647.

Pavement marking materials complying with Subsection 150.04.A.

B. LANE CLOSURES:

1. All lanes closures shall have prior approval of the Engineer. Lane closures that require same direction traffic to be split around the Work Area will not be approved for roadways with posted speeds of 35 mph or greater, excluding turn lanes.
2. On multilane highways where traffic has been shifted to the inside lanes for overnight use, the entrance and exit ramps shall have channelization devices placed on both sides of the ramp. The temporary ramp taper length shall be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. Channelization device spacing shall be 10 feet for 200 feet in advance of the temporary gore, and 10 feet for the first 100 feet of the temporary gore.
3. Termination Area: The transition to normal or full width highway at the end of a lane closure shall be a maximum of 150 feet.
4. To provide the greatest possible convenience to the public in accordance with Subsection 107.07, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer.

C. TRAFFIC PACING METHOD:

PACING OF TRAFFIC: With prior approval from the Engineer, traffic may be paced allowing the Contractor up ten (10) minutes maximum to work in or above all lanes of traffic for the following purposes:

- a. Placing bridge members or other bridge work.

Placing overhead sign structures.

Other work items requiring interruption of traffic.

The Contractor shall provide a uniformed police officer with patrol vehicle and blue flashing light for each direction of pacing. The police officer, Engineer, and flaggers at ramps shall be provided with a radio which will provide continuous contact with the Contractor.

When ready to start the work activity, the police vehicle will put into the travel lanes and act as a pilot vehicle slowing the traffic thereby providing a gap in traffic allowing the Contractor to perform the Work. Any on-ramps between the pace and the work area shall be blocked during pacing of traffic, with a flagger properly dressed and equipped with a Stop/Slow paddle. Each ramp should be opened after the police vehicle has passed.

Pilot vehicles shall travel at a safe pace speed, desirably not less than 20 mph interstate and 10 mph non-interstate. The Contractor shall provide a vehicle to proceed in front of the police

vehicle and behind the other to inform the Contractor's work force when all vehicles have cleared the area.

Traffic will not be permitted to stop during pacing except in extreme cases as approved by the Engineer.

METHODS OF SIGNING FOR TRAFFIC PACING: At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall erect and cover a W-special sign (72 inch x 72 inch) with a Type "B" flashing light, with the legend " TRAFFIC SLOWED AHEAD SHORT DELAY" (See Detail 150-A). A portable changeable message sign may be used in lieu of the W-special sign. On divided highways this sign shall be double indicated. A worker with a two-way radio shall be posted at the sign, and upon notice that the traffic is to be paced shall turn on the flashing light and reveal the sign. When traffic is not being paced, the flashing light shall be turned off and the sign covered or removed. W-special signs are reflectorized black on orange, Series "C" letters and borders of the size specified.

The Contractor's truck and other vehicles shall travel in the direction of normal roadway traffic unless separated by positive barrier, or when construction activity necessitates otherwise, and shall not reverse direction except at intersection, interchanges, or approved temporary crossings.

E. The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties.

F. Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

For their own protection, workers in or adjacent to traffic during nighttime operation shall wear reflectorized vests.

The parking of Contractor's and/or workers personal vehicles within the work area or adjacent to traffic is prohibited.

The Work Site Traffic Supervisor shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travelway. These items shall be stored in a location, in so far as practical, where they will not be subject to a vehicle running off the road and striking them.

K All existing pedestrian walkways shall be maintained. Whenever changes to the worksite necessitate changes to existing walkways, temporary walkways shall be provided and maintained, with appropriate signs as necessary, to allow safe passage of pedestrian traffic.

150.03 SIGNS:

When required for proper traffic control during construction of the project, all existing guide, warning, and regulatory signs shall be maintained by the Contractor in accordance with these Specifications. Existing street name signs shall be maintained at street intersections. All existing illuminated signs shall remain lighted and be maintained by the Contractor.

When not in use, all inappropriate traffic signs or portions thereof shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. Subsequent punch list or other work to be performed shall be accomplished utilizing temporary construction warning signs that shall be removed daily.

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected as directed by the Engineer, and become the property of the Department unless otherwise specified in the contract documents.

Interim guide, warning, or regulatory signs required to direct traffic shall be furnished, installed, reused and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, or as directed by the Engineer. These signs shall remain the property of the Contractor. The bottom of all interim signs shall be at least seven feet above the level of pavement edge.

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of Subsection 150.03.E.5. Differing legend designs shall not be mixed in the same sign.

MATERIALS – INTERIM SIGNS:

POSTS – Posts for all interim signs shall meet the requirements of Section 911 except that green or silver paint may be used in lieu of galvanization for steel posts or structural shape posts. Wood posts are not required to be pressure treated.

Post for all interim signs shall be constructed to yield upon impact unless the posts are protected by guardrail, portable barrier, impact attenuator or other type of positive barrier protection. Unprotected posts shall meet the breakaway requirements of the “1985 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals”. Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle.

SIGN BLANKS AND PANELS – All sign blanks and panels shall conform to Section 912 of the Specifications except that blanks and panels may be ferrous based or other metal alloys. Type 1 and Type 2 sign blanks shall have a minimum thickness of 0.08 inches regardless of the sign type used. Alternative sign blank materials (composites, poly carbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Research for use as interim construction signs before these materials are allowed to be incorporated into the work. Signs shall be painted to prevent rust if other metals are used in lieu of aluminum. Plywood blanks or panels will not be permitted

G. All existing, interim and new permanent signs shall be installed so as to be completely visible for an advance distance in compliance with the MUTCD. Limbs, brush, construction equipment and materials shall be kept clear of the driver’s line of sight to the signs.

Portable advance warning signs shall be placed ahead of construction in accordance with Part VI of the MUTCD and shall include a series of at least three advance road construction (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET). In addition to the above, multi-lane divided highways shall also have the legend ROAD WORK (2 MILES, 1 MILE, AND ½ MILE.) On-ramps and at grade intersecting roadways shall be signed with a minimum of one portable ROAD WORK AHEAD sign. Portable advance warning signs shall be in place only during times that construction is in progress or as directed by the Engineer. Signs shall be removed or covered at all other times.

Construction warning signs which are mounted at less than seven feet in height (portable signs) shall have two 18 inch x 18 inch fluorescent red-orange or orange-red warning flags mounted on each sign. Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.)

The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

The portable changeable message sign, when specified, shall be placed ahead of construction activities and shall meet the requirements of Section 632 and the MUTCD.

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of Section 647.

150.04 PAVEMENT MARKINGS

Generally, full pattern pavement markings in accordance with Section 652 and in conformance with Section 3A and 3B, except 3B-3 and 3B-5, of the MUTCD are required on all courses before the roadway is opened to traffic. No passing zones shall be marked to conform to Section 150.04 E. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately. On resurfacing projects pavement markings shall be provided on all surfaces that are placed over existing markings. On widening and reconstruction projects (where the lane configuration is altered from the pre-construction layout) pavement markings will be as required by the Plans or the Engineer. On new construction projects pavement marking plans will be provided.

MATERIALS: All traffic striping applied under this Section shall be a minimum four inches in width and shall conform to the requirements of Section 652, except as modified herein. Raised pavement markers (RPMs) shall meet the requirements of Section 654. Markings on the final surface course which must be removed shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the

project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

USAGE: The Contractor shall sequence the work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage.

Inappropriate or conflicting existing pavement markings shall be removed.

When shifting of traffic necessitated removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change so as to present the least interference with traffic.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, marking on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines (generally 60 lb./sq. yd. Of Asphaltic Concrete "H") will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with Subsection 656.02. The elimination of conflicting pavement markings by over painting with paint or liquid asphalt is not acceptable.

Raised pavement markers (RPMs) are required as listed below for all asphaltic concrete pavements before the roadway is open to traffic. When Portland Cement Concrete is an intermediate or final surface and is open to traffic, one available day is allowed for cleaning and drying before the installation of RPMs is required.

EXCEPTIONS FOR INTERIM MARKINGS: Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

TWO-LANE, TWO-WAY ROADWAYS

a. SKIP LINES: All interim skip (broken) stripe shall conform to Section 652 except that stripes shall be at least four feet long with a maximum gap of 36 feet. On curves greater than six degrees, a two-foot stripe with a maximum gap of 18 feet shall be used. In lane shift areas skip lines will not be allowed. Solid Lines will be required. Interim skip lines must be replaced with markings in full compliance with Section 652 prior to expiration of the 14 available day period.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the four foot interim skip stripe, four markers spaced at equal interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Research but in no case will the markers be attached by the use of nails.

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern pavement markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

b. **NO PASSING BARRIER:** On two-lane, two-way roadways for periods not to exceed three (3) calendar days where skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1 24" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall have a minimum vertical height of three feet above the pavement surface to the bottom of the sign and be secured in such a manner as to not be easily blown over or misaligned.

c. **EDGELINES:**

(1) Bituminous Surface Treatment Paving: Edgelines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than 60 calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within 30 calendar days of the time that the final surface was placed.

(2) All Other Types of Pavement: Edgelines will not be required on intermediate surfaces that are in use for a period of less than 30 calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within 14 calendar days of the time that the surface was placed.

d. **MISCELLANEOUS PAVEMENT MARKINGS:** School zones, railroads, stopbars, symbols, words and other similar markings shall be placed on final surfaces conforming to Section 652 within 14 calendar days of completion of the final surface. On intermediate surfaces these markings will generally not be required unless specified by the Engineer because of special conditions or when the intermediate surface will be in use for more than 45 calendar days.

MULTI-LANE HIGHWAYS – WITH NO PAVED SHOULDER(S) OR PAVED SHOULDER(S) FOUR FEET OR LESS

a. **UNDIVIDED HIGHWAYS (INCLUDES PAVE CENTER TURN LANE)**

(1) Centerlines and No-Passing Barrier – Full pattern centerlines and no-passing barriers shall be restored before nightfall.

(2) Lanelines – Interim skip (broken) stripe as described in Subsection 150.04. E.1.a. may be used for periods not to exceed three (3) calendar days. In lane shift areas skip lines are not allowed. Solid lines are required.

(3) Edgelines – Edgelines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

F APPLICATION OF PAVEMENT MARKINGS: The Contractor shall furnish layout, clean as necessary, and pre-line the surface for the placement markings applied under this Section. All existing marking tape on final surfaces shall be removed prior to placement of final markings. Pavement markings shall re-establish No-Passing Zones in the locations and configuration that existed prior to construction. Existing No-Passing Zones shall be clearly identified as to location prior to construction by staking or erection of DO NOT PASS and PASS WITH CARE signs. On new location projects and on projects where either horizontal or vertical alignments have been modified, the location of No-Passing Zones will be identified by the Engineer.

G. MOBILE OPERATIONS: When pavement markings (centerlines, lane lines, and edge lines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required in addition to the requirements of the MUTCD:

1. A lead vehicle is required for two-way traffic conditions and shall have an approved sequential or flashing arrow panel mounted so as to be easily visible to oncoming traffic. A lead vehicle is not required for low volume off-system routes and one-way traffic applications.
2. The work vehicle applying markings shall have a sequential or flashing arrow panel mounted on the rear. If the work vehicle is also functioning as the lead vehicle then an approved arrow panel shall be mounted so as to be easily visible to oncoming traffic. The work vehicle shall follow directly behind the lead vehicle.
3. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings. The cone work vehicle shall have a sequential or flashing arrow panel mounted on the rear.
4. For multi-lane roadways a protection vehicle shall follow the above vehicles and the protection vehicle shall also display a prominent sign with the legend PASS ON LEFT (RIGHT). On interstate and limited access roadways, the protection vehicle shall be equipped with a truck mounted attenuator (TMA) that is certified for impacts not less than 45 mph in accordance with NCHRP 230.
5. All vehicles shall be equipped with the official slow moving vehicle symbol sign and left and right-side rear mounted flashing yellow lights.

150.05 CHANNELIZATION

A. GENERAL: Channelization shall clearly delineate the travelway through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travelway. Channelization shall be done in accordance with the plans and specifications, the MUTCD, and the following requirements.

1. Types of Devices Permitted for Channelization in Construction Work Zones:

a. DRUMS:

(1) DESIGN: Drums shall meet the minimum requirement of the MUTCD and shall be reflectorized as required in Subsection 150.01.C.

(2) APPLICATION: Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

TRANSITION TAPERS AND LANE CLOSURES: Drums shall be used on all transition tapers. The minimum length of the approach transition taper for a lane closure, shift, or encroachment for highways with posted speed of 45 mph or greater shall be equal to the lane width of lateral shift (Ft.) x the posted speed limit (Mph), ($L = WS$), but not less than 150 feet. For multiple lane closures, only one lane shall be closed per taper with a minimum tangent length of $2L$ between tapers. The length of a closed lane, excluding the transition taper, will be limited to two miles, unless otherwise approved or directed by the Engineer. Drums shall be placed the full length of the taper spaced at maximum intervals in feet equal to the numerical speed limit (EXAMPLE: 55 MPH Speed Limit = 55 feet maximum spacing).

For taper lengths on urban, residential or other streets where the posted speed is 40 mph or less, the minimum length of the approach transition taper shall be computed using the formula $L + WS^2/60$. Greater taper length shall be used when required for individual situations.

Drums with steady burning lights, for the length of the taper only, are required if the condition exists into the night.

LONGITUDINAL CHANNELIZATION: Drums shall be spaced as listed below for various roadside work conditions except as modified by Subsection 150.06. Spacing shall be used for situations meeting any of the conditions listed as follows:

50 FOOT SPACING MAXIMUM:

For difference in elevation exceeding two inches.

For heeled sections no steeper than 4:1 as shown in Subsection 150.06, Detail 150-E.

100 FOOT SPACING MAXIMUM:

For difference in elevation of two inches or less

Flush areas where equipment or workers are within ten feet of the travel lane

200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet from travel lane. Lateral offset clearance to be four feet from the travel lane.

For paved areas eight feet or greater in width that are paved flush with a standard width travel lane.

For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

When the appropriate signs are posted advising of conditions such as soft or low shoulder, drum may be removed after shoulders are completed to typical section and grassed and after guardrail or other safety devices have been installed.

VERTICAL PANELS:

DESIGN: All vertical panels shall have a minimum of 270 square inches of retro-reflective area facing the traffic and shall meet the requirements of the MUTCD.

APPLICATION: Lane encroachment by the drum on the travel way should permit a remaining lane width of ten feet. When encroachment reduces the travel way to less than ten feet, vertical panels shall be used to restore the travel way to ten feet or greater. No other application of verbal panels will be permitted.

CONES:

DESIGN: All cones shall be a minimum of 28 inches in height regardless of application and shall meet the requirements of the MUTCD.

APPLICATION: For longitudinal channelizing only, cones will be permitted for daylight closures or minor shifts. (Drums are required for all tapers.) The use of cones for nighttime work will not be permitted.

BARRICADES:

DESIGN: The use of Type I and Type II barricades will not be permitted. Type III barricades shall meet the minimum requirements of the MUTCD and shall be reflectorized as required in Subsection 150.01.C.

APPLICATION: Type III barricades shall be placed as required by the plans, the Standards, and as directed by the Engineer.

WARNING LIGHTS:

DESIGN: All warning lights shall meet the requirements of the MUTCD.

APPLICATION:

Type A low intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Flashing lights are not required for advance warning signs in Subsection 150.03.H.

Type C Steady Burn lights shall be used on all tapers when the condition exists into the night. Steady burn lights shall also be used as shown in the Plans, the Standards, and as directed by the Engineer.

PORTABLE BARRIERS:

DESIGN: Portable Barriers shall meet the requirements of Section 622 – PRECAST CONCRETE BARRIER.

APPLICATION: Portable Barrier shall be placed as required by the plans, standards, and as directed by the Engineer. When Portable Barrier is located 20 feet or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than 50 feet and shall be mounted approximately two inches above the barrier. The reflectors shall be either 10"x10" square Type V (or equal) reflective sheeting mounted on flat-sheet panels, or 8" diameter center-mounted sealed prismatic reflex reflectors housed in an aluminum backing with a single grommeted hole.

Approach end of Portable Barrier shall be flared or protected by and impact attenuator (crash cushion) or other approved treatment in accordance with Georgia Standard 4960, Construction Details and Standard Specifications.

On interstate or other controlled access highways where lane shift or crossovers cause opposing traffic to be separated by less than 40 ft., precast concrete barrier shall be used as a separator.

150.06 EXCAVATION ADJACENT TO A TRAVEL LANE:

Construction work involving trenching adjacent to a travel way shall not begin until the Contractor is able to continuously place the required typical section to within two inches of the existing pavement elevation, or heal the remaining difference in elevation to the traveled way as shown in Detail 150-E.

Channelization devices and placement during the construction period shall conform to the requirements of Subsection 150.05 and Details 150-B, 150-C, 150-D, and 150-E. In addition to the signs specified in Section 150 and the MUTCD, a W-20 sign with the legend “(LEFT) (RIGHT) LANE NARROWS” with two flags shall be kept just off the paving edge and 500 feet upstream of the point where channelization devices are erected on the paving edge.

STONE BASES, SOIL AGGREGATE BASES, AND SOIL BASES: Drop-offs in elevation of more than two inches between surfaces carrying, or adjacent to, traffic will not be allowed for more than 24 hours. However, where the Contractor has demonstrated the ability to continuously excavate and open as a startup area for periods not to exceed 48 hours.

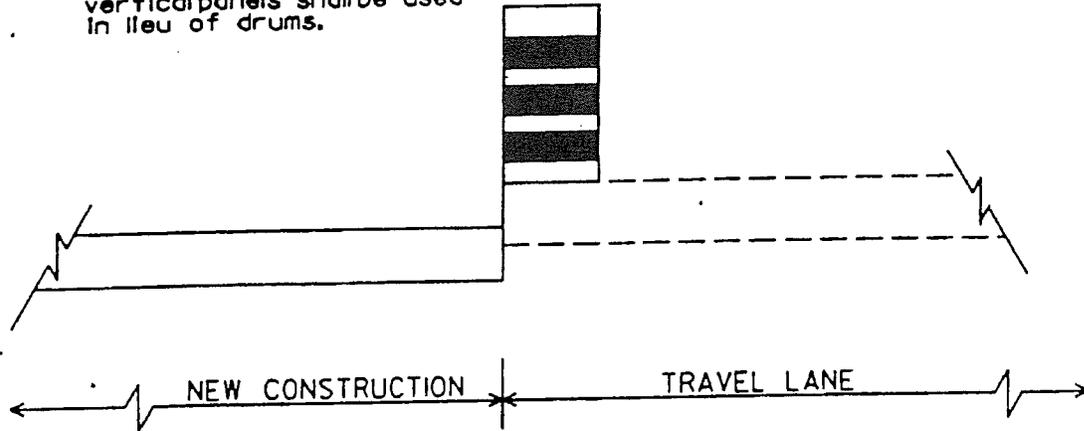
ASPHALT BASES/BINDERS: Drop-offs in elevation of more than two inches between surfaces carrying or adjacent to traffic will not be allowed for more than 48 hours.

PORTLAND CEMENT CONCRETE AND CEMENT STABILIZED BASES: Construction work adjacent to the traveled way which involves these types of bases shall be healed within 48 hours after the curing period is complete for each section placed. During the placement period, traffic control devices will be in accordance with Subsection 150.05 and Detail 150.B.

MISCELLANEOUS EXCAVATIONS OR DROP-OFFS ADJACENT TO TRAVELWAY: Work such as drainage structures, utility facilities, or any other work which results in a drop-off adjacent to the travel way shall be performed expeditiously so as to minimize the exposure to the hazard. As soon as practical, the excavation shall be backfilled to the minimum requirements of Detail 150-E. In no case will the drop-off be allowed to exist more than five (5) calendar days. This may require stage construction, such as plating and backfilling the incomplete work.

NOTE: Drums required for this location, spaced at 50 FT. intervals. If the traveled way width is reduced to less than 10 feet by the use of drums, vertical panels shall be used in lieu of drums.

Location of drums when drop-off exceeds 4 inches.

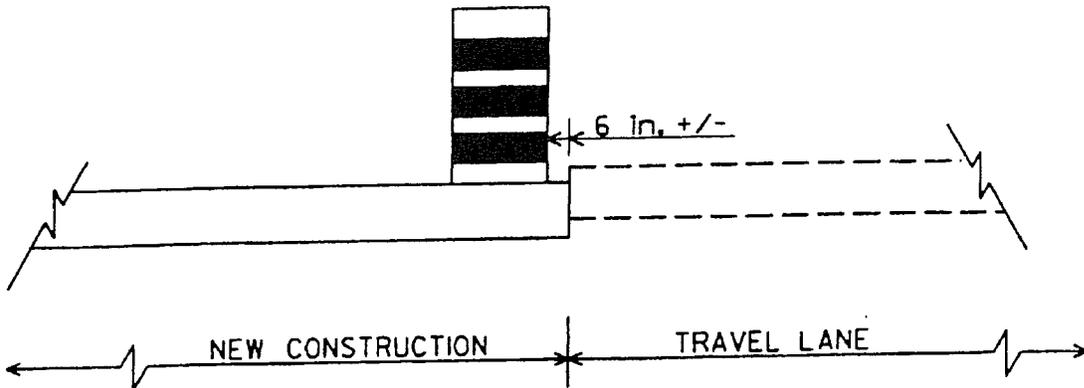


DROP-OFF GREATER THAN 4 INCHES

DETAIL 150-B

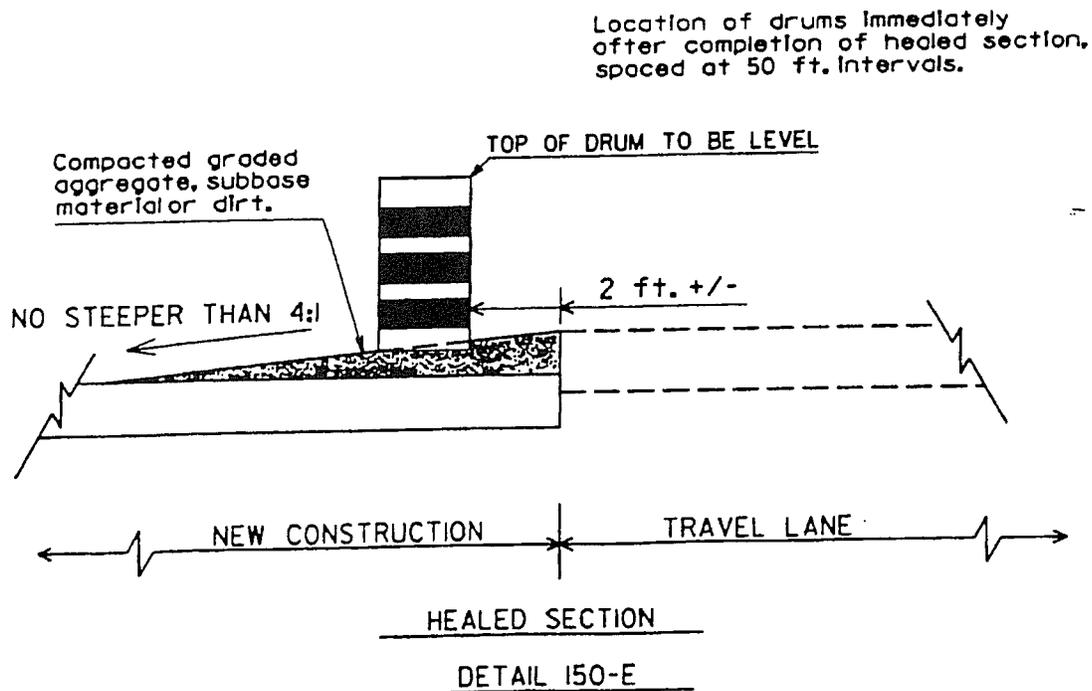
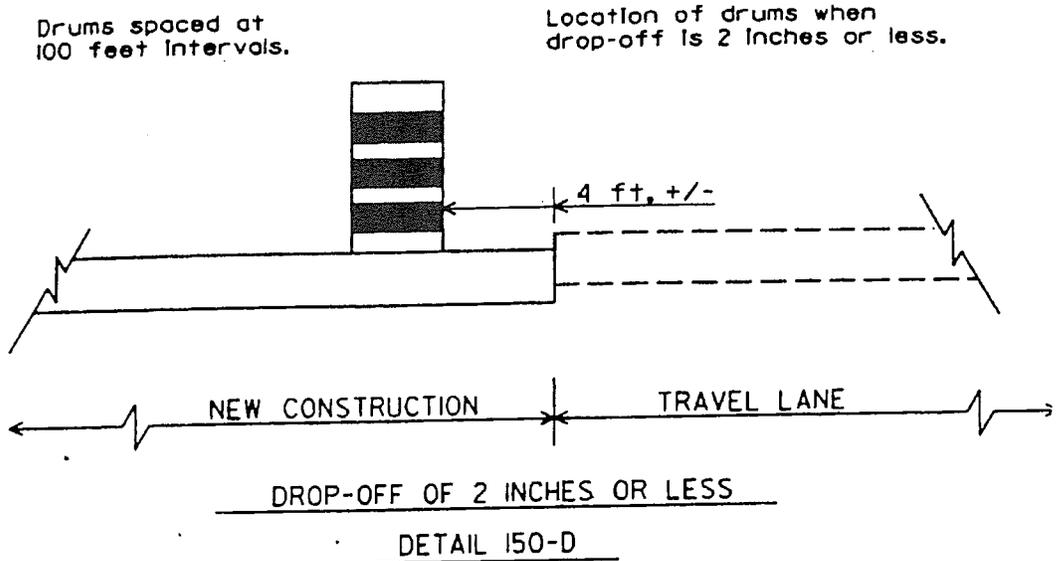
Drums spaced at 50 feet intervals.

Location of drums when drop-off is 2+ inches to 4 inches.



DROP-OFF OF 2+ INCHES TO 4 INCHES

DETAIL 150-C



150.07 FLAGGING AND PILOT CARS:

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from a Department approved training program. Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s).

Flaggers shall wear high-visibility clothing in compliance with the MUTCD and shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. In addition to the Stop/Slow paddle, a flagger may use a 24 inches square red/orange flag as an additional device to attract attention. For night work, the vest shall have reflectorized stripes on front and back.

Pilot vehicles shall be provided if specified in the Plans or Specifications and meet the requirements of the MUTCD.

Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

ENFORCEMENT:

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 (TRAFFIC CONTROL) will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non-performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project, except erosion control and traffic control, taking corrective action as specified in Subsection 105.15, and/or withholding payment of monies due the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTROL AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$100
\$100,000	\$1,000,000	\$250
\$1,000,000	\$5,000,000	\$500
\$5,000,000	\$20,000,000	\$750
\$20,000,000	\$40,000,000	\$1,000
\$40,000,000	-----	\$1,500

MEASUREMENT:

TRAFFIC CONTROL: When listed as a pay item in the Proposal, payment will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, the Traffic Control Plan and WTCS is approved; a payment of 25 (twenty-five) percent of the Lump Sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus 25 (twenty-five) percent will be paid (less previous payments), not to exceed one hundred (100) percent and subject to normal retainage.

When no payment item for Traffic Control – Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

SIGNS: When shown as a pay item in the contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.

Remove and rest existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.

Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

CHANGEABLE MESSAGE SIGN, PORTABLE: Changeable Message Sign, Portable will be measured as specified in Section 632.

TRAFFIC SIGNAL INSTALLATION – TEMPORARY: Traffic Signal Installation – Temporary will be measured as specified in Section 647.

FLASHING BEACON ASSEMBLY: Flashing Beacon Assemblies will be measured as specified in Section 647.

TEMPORARY, SAND LOADED ATTENUATOR MODULES: Each Sand Loaded Attenuator Module of the type specified includes all material components, hardware, incidentals, labor site preparation and maintenance. Each module will be measured for payment by the drum only once regardless of the number of locations installed. Modules to replace those damaged or destroyed by traffic impact will also be measured by the unit for payment. Upon completion of the project, the modules shall be removed and retained by the Contractor.

PORTABLE IMPACT ATTENUATORS: Each Portable Impact Attenuator will be measured by the unit which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacture for repairing minor accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

PAVEMENT MARKINGS: Pavement markings will be measured as specified in Section 150.

PAYMENT:

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately:

Item No. 150. Traffic Control.....Lump Sum

Item No. 150. Traffic Control, Solid Traffic Stripe ____ Inch, (Color).....per Linear Foot

Item No. 150. Traffic Control, Skip Traffic Stripe ____ Inch, (Color).....per Linear Foot

Item No. 150. Traffic Control, Solid Traffic Stripe, Thermoplastic ____ Inch, (Color).....per Linear Foot

Item No. 150. Traffic Control, Skip Traffic Stripe, Thermoplastic ____ Inch, (Color).....per Linear Foot

- Item No. 150. Traffic Control, Pavement Arrow with Raised Reflectors.....per Each
- Item No. 150. Traffic Control, Raised Pavement Markers – All Types.....per Each
- Item No. 150. Interim Ground Mounted Special Guide Signs.....per Square Foot
- Item No. 150. Interim Overhead Special Guide Signs.....per Square Foot
- Item No. 150. Remove & Reset Existing Special Guide Signs, Ground Mount, Complete in Place
.....per Each
- Item No. 150. Remove & Reset Existing Special Guide Signs, Overhead, Complete in
Place.....per Each
- Item No. 150. Traffic Control, Temporary Sand Loaded Attenuator Modules.....per Each
- Item No. 150. Traffic Control, Portable Impact Attenuator.....per Each
- Item No. 150. Traffic Control, Pavement Markers, Words and Symbols.....per Square Foot
- Item No. 150. Traffic Control, Pavement Arrow (Painted) With Raised Reflectors.....per Each
- Item No. 150. Modify Special Guide Sign, Ground Mount.....per Square Foot
- Item No. 150. Modify Special Guide Sign, Overhead.....per Linear Foot
- Item No. 632. Changeable Message Sign, Portable.....per Each
- Item No. 647. Traffic Signal Installation, Temp.....Lump Sum
- Item No. 647. Flashing Beacon Assembly, Structure Mounted.....per Each
- Item No. 647. Flashing Beacon Assembly, Cable Supported.....per Each

SECTION 702 – VINE, SHRUB AND TREE PLANTING

Section 702.1 GENERAL DESCRIPTION:

Retain as written and add the following:

“Pay Item No. 702-0001 if included in the contract is intended for use as miscellaneous landscaping which may or may not be required on the project as directed/requested by the Engineer. Use of this item will be only as specifically authorized by the Fulton County Public Works Department.

Every effort will be made to negotiate an acceptable price with the Contractor for installation of landscaping required. If Fulton County is unable to negotiate an agreeable price with the Contractor, Fulton County reserves the right to negotiate both price and warranties with specialty contractors for this purpose. The Contractor will then be required to include the work authorized, utilizing the authorized specialty subcontractor. A maximum allowance of 5% may be included for overhead purposes of the prime contractor above the negotiated specialty contractor agreement.”

Section 702.5 PAYMENTS:

Retain as written and add the following:

“For payment purposes, negotiated prices will be converted to a percentage of Item No. 702-0001. Payment for this item will be only for amounts authorized by the Engineer. Final Payment may or may not equal 100% of the Lump Sum Price included in the Contract. Payment will be made under:

Item No. 702-0001. Miscellaneous Landscaping.....Allowance

APPENDIX A: CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Project Manager;
4. Designating an employee on the site to be responsible for the Contractor's safety program; and
5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines

contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.

- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the 'general public.
- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials
2. Disciplinary action plan for violations
3. Any treatment or reinstatement reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes

7.0 EMERGENCY PROCEDURES/GUIDELINES

7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage,, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightening, Hail
8. Terrorists Threats
9. Work place violence

7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported

- immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.
- 8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.
- 8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.
- 8.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.
1. Company Name
 2. Location
 3. Date and Time of incident
 4. Description of incident
 5. Names of all parties involved and all witnesses
 6. Corrective action(s) taken to prevent recurrence
 7. If the incident involves injury or illness, the following information must be provided:
 - a) A medical description of the injury or illness
 - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
 - c) If the public is involved, information about treatment and treatment location.
 8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

9.0 JOB SAFETY ANALYSIS

- 9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 9.3 The Contractor must maintain a file for all job safety analysis forms, which

is Accessible for review.

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self-Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever an 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

10.4.2 After this review the findings may identify areas needing improvement.

10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.

10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative. A written action plan to address the Contractor's performance issues may be developed.

- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

- 12.1 Employee Training
 - 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Subcontractor employees and competent persons working on the site including any required craft training,
 - 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
 - 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
 - 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
 - 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
 - 12.1.6 Contractor shall orient all supervision and employees concerning

safety requirements before working on the project

12.2 Equipment Certification and Inspection

12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.

12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.

12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.

12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.

12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.

- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment (PPE)*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 65 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- Long pants are required.

13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

13.7 Electrical Tools, Equipment, and Systems*

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

13.9 Fall Protection*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926.451 and ANSI A10.8. Some program elements include but are not limited to:

- User training for all employees who may use scaffolds;
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- Daily inspection by competent person. Must implement daily tag system to document inspection;
- Must have engineering approval for scaffolds above 100 feet in height;
- Must be able to document competent person credentials; and
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by OSHA 1926.551 and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

13.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators

in a scissors lift must use fall protection anytime the guardrail system removed or altered.

13.14 Ladders*

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

13.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

13.16 Compressed Gas Cylinders*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be stored separately or separated in accordance with the appropriate code.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, and Cutting*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation and Housekeeping*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

13.19 Hearing Conservation*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from overhead and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

APPENDIX B: SPECIAL ASSURANCES FOR UTILITY CONTRACT WORK WITH PUBLIC RIGHT-OF-WAY

All work under this contract which is to be performed on public right-of-way under control of Fulton County or involves work which is subject to a permit issued by Fulton County or any other agency or department of government having jurisdiction shall be done in compliance with the terms and conditions of such permit and any applicable Fulton County Standards and specifications, including its utility installation standards and specifications. Fulton County shall have the right to inspect the work and to require any action necessary to correct all deviations from said terms and conditions. Contractor agrees that Fulton County shall not be held liable for any extra expense or damages to the Contractor as a result of the requirement for compliance with applicable permits or standards or specifications or any corrective action which Fulton County may order in enforcement thereof. The same conditions shall apply to any work under this contract on public right-of-way under the control of the Georgia Department of Transportation.

(Company)

(Contractor's Authorized Representative)

(Date)

APPENDIX C: SAFETY POLICY STATEMENT

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the Contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process Program to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid, in bid award and project meetings, and in the post job evaluations. The Contractor is required to develop and submit a project safety and health program for acceptance by Fulton County prior to Notice to Proceed. The Contractor is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

The Contractor and other entities placed under contract with Fulton County will be obligated to implement, adhere to and enforce this Policy. The safety and health of the Contractor's employees, Sub-Contractors, and the public are the sole responsibility of the Contractor, The County may use and direct designated Representatives to implement and enforce this policy. **Failure of the Contractor to comply with this policy or any Safety related obligations may be grounds for contract termination.**

Fulton County's designated Representative will periodically inspect all Fulton County construction projects to identify safety hazards and make recommendations to resolve the issues, Contractor will be responsible for abating the identified issues in a timely manner, and submitting written description of corrective action within forth-eight (48) hours to Fulton County designated Representatives. Failure to bring timely resolution to the issues may result in work stoppage at Contractor's expense.

Prior to commencing work under this contract, Contractor's Project Manager and Project Superintendent shall attend a Pre-Construction Meeting and Safety Pre-Planning meeting to address safety issues/requirements.

Appendix D Job Safety Analysis Worksheet Example and Information
Job Safety Analysis! Job Pre-Planning Worksheet

Job Name and #:		Completed By:
Date:	Phase/Operation:	
Task	Hazard	Control

APPENDIX E: FACT FINDING GUIDE – GL

- I. Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.
- A. **PRESENT OCCUPANCY OR USE OF THE SITE**
- Demolition to be done?
 - Structures will remain (condition)?
- B. **HISTORY OF THE SITE**
- For what was the site used before?
 - Underground tanks?
 - Underground utilities?
- C. **GEOLOGY OF THE SITE**
- Rock to be blasted?
 - Water to be removed/diverted?
 - Fill needed? (where and how obtained?)
 - Excavation needed? (where and how obtained?)
- II. Evaluate controls needed in reference to site security and public protection.
- A. **FENCING NEEDED?**
- B. **ACCESS/GATES**
- Can traffic be routed past office or checkpoint?
 - “Non-Vendor” visitors escorted?
 - Gate lockable after hours?
 - “Hard Hat” signs at entrance?
 - Dirt removal/tarpping area at exit?
 - Ready Mix chute wash area?
- C. **PEDESTRIANS**
- Sidewalk maintained outside fence?
 - Covered sidewalk needed?
 - Special Access requirements for neighboring occupants?
 - Special after-hours considerations?
- D. **ENVIRONMENTAL**
- Dust control?
 - Silt control?
 - Mud control on streets?
 - Vibration control?
- E. **UTILITIES**
- Underground utilities located?
 - Overhead power lines in work area relocated, removed, or de-energized?
 - Temporary power service away from high traffic areas?

F. SUB-CONTRACTORS

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established:
 - Job site safety meetings
 - Materials delivery
 - Debris removal
 - Access to site
 - Weekly Sub-Contractors' meetings
 - Schedule of safety inspections
 - Emergency Procedures

G. MATERIALS HANDLING *(Not Applicable)*

- Crane selection criteria established
 - Maximum weight to be handled
 - Maximum lifting height
 - Maximum horizontal reach needed
 - Amount of travel needed
 - Swing radius available
 - Set-up area available
 - Ground bearing capacity
 - Approximate frequency of lifts
- Crane operations responsibilities established
 - Triangle or leasing company crane to be used?
 - Operator trained and experienced on specific machine?
 - Operator can accurately read and interpret machine load chart?
 - Critical Lift identified (75% of net capacity)?
 - Machine fully inspected by a qualified outside agency?
 - Rigging hardware properly selected?
 - Inspecting and maintaining the crane per owner/manufacture specifications?

III. Startup.

A. ELECTRICAL

- Temporary Power
 - Underground service possible?
 - Maintenance responsibilities established?
 - Main circuit panel barricaded?
 - Lighting planned?
- Circuit Protection
 - Ground fault circuit interrupt protection?
 - Assured grounding conductor program?
 - Responsibilities established?

B. FIRE PROTECTION

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

C. FALL PROTECTION

- Critical Job Phases Identified?
 - Critical exposures identified by phase? (e.g. "Worker falls")
 - Scheduled start dates for critical phases?
- General Fall Protection Procedures
 - Perimeters
 - Floor openings
 - Working deck
 - Work area access
 - Ladders
 - Elevator hatchways

D. PERSONAL PROTECTIVE EQUIPMENT

- General
 - Hard hats
 - Work shoes
- Specific by Task

E. HAZARD COMMUNICATOINS PROGRAM ESTABLISHED AND EMPLOYEES TRAINED

F. CONFINED SPACE ENTRY

- Procedures established and task(s) identified requiring use of procedures?

G. TRENCHING

- Procedures established and task(s) requiring procedures identified?

H. PHASE PRE-PLANNING

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow-up system

	Rates	Fringes
Crane/Dragline.....	\$ 17.50	
Crusher.....	\$ 14.00	
Front End Loader.....	\$ 10.70	
Material Transfer Vehicle (Shuttle Buggy).....	\$ 11.30	
Mechanic.....	\$ 14.47	
Milling Machine.....	\$ 12.37	
Motorgrader Fine Grade.....	\$ 14.55	
Motorgrader/Blade.....	\$ 14.39	
Roller.....	\$ 10.00	
Scraper-Pan.....	\$ 10.00	
Sweeper Truck.....	\$ 14.21	
Water Truck.....	\$ 11.25	
TRUCK DRIVER		
26,000 GVW & Under.....	\$ 10.76	
26,001 GVW & Over.....	\$ 14.91	

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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.