March 24, 2025 | **WORK SESSION MEETING** | **5:00 PM**

AGENDA
11360 Lakefield Drive
Johns Creek, GA 30097

www.JohnsCreekGA.gov

As set forth in the Americans with Disabilities Act of 1990, the City of Johns Creek will assist citizens with special needs given proper notice (7 working days) to participate in any open meetings of the City of Johns Creek. Please contact the City Clerk's Office via telephone (678-512-3212) or email at allison.tarpley@johnscreekga.gov should you need assistance.

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REMARKS

4. STRATEGIC PRIORITIES

5. ON-GOING PROJECTS

5.a. Optional Additional Early Voting Location - 30 Minutes
Agenda Report
Memo from Fulton County

5.b. Strategic Economic Development Plan - 30 Minutes
Agenda Report
Economic Development Strategic Plan 2025 Update

6. ROUTINE BUSINESS (non-discussion)

6.a. Buice Road Construction Contract
Agenda Report
Purchasing Recommendation
Construction Contract
CEI Task Order
GDOT Construction Agreement
Fulton County IGA

6.b. Acceptance of Legal Papers Policy
Agenda Report
Policy Regarding Acceptance of Legal Documents

7. EXECUTIVE SESSION

8. ADJOURNMENT

AGENDA REPORT

To: Honorable Mayor and Council

From: Allison Tarpley, City Clerk

Date: March 24, 2025 Council Meeting

Item: Optional Additional Advance Voting Location Updated

Item Summary Updated

Fulton County Board of Registration and Elections has provided a list of advance voting locations for the November Public Service Commission and Municipal Elections. Spruill Oaks Library was originally designated to be the sole advance voting location inside the city limits of Johns Creek but at the March 13, 2025 Board of Registration and Elections meeting the board voted to utilize the Ocee Library in lieu of Spruill Oaks Library. The option to establish an additional location has been provided along with a cost breakdown. Fulton County has established a notification deadline of April 7, 2025 in order to begin planning for an added advance voting location.

Background

The four-year terms for Mayor and Councilmember Posts 1, 3, and 5 will expire on December 31, 2025. Per O.C.G.A. § 21-2-9(c) the City must hold a municipal election to fill these four offices on November 4, 2025. At the January 13, 2025, meeting, the Council formally called the election, set the qualifying fee and established the qualifying period.

As mandated by House Bill 1312, Fulton County is required to conduct a countywide election for Public Service Commission. Traditionally, the city bears the full cost of odd-year elections but there will be an opportunity for cost sharing in 2025. As currently outlined in the memo received on February 14, 2025 from Fulton County Elections Division Director the city shall not incur costs unless the November 4, 2025 election requires a runoff or an additional advance voting location is requested. Fulton County Election Division Director estimated the prorated cost to the city for a municipal runoff to be $164,939.

Additionally, the County has designated Ocee Library be an advance voting location, a dropbox will also be available at this location.

Update

The County has provided the option to establish an additional advance voting location with the full cost burden on the City. The cost would be $41,770 (with additional costs if a municipal runoff is required). The Board of Registration and Elections has established a deadline of April 7th for a request for an additional advance voting location to be submitted.

To analyze the need for a second advance voting location, staff reviewed prior election cycles and results, an estimated number of impacted voters has been included in the chart below. Factors to note: advance voting data is not provided for individual precincts rather an overall election cycle, precincts may not have the same number of registered voters from election cycle to election cycle and advance voting was located at Park Place while Spruill Oaks Library was being renovated. The last column is an estimate of voters that may be impacted by the reduction of an advance voting location. Based on the last three election cycles, Johns Creek only had two advance voting locations in 2021.

ELECTION YEAR	ADVANCE VOTING LOCATION	TOTAL # VOTERS at LOCATION (Advance & Election Day)	% of TOTAL Voters that voted early	Estimate of early voters at location*
2019	Park Place at Newtown	436	~24%	105
2019 Runoff	Park Place at Newtown	302	~24%	73
2021	Park Place at Newtown	923	~49%	452
2021	Ocee Library	1271	~49%	626
2023	Ocee Library	425	~31%	134

*The average % of early voters is applied. There is no data that further breaks down early vs. election day at individual precincts.

Financial Impacts

The cost to add a second advance voting location would be $41,770. Currently $50,000 is budgeted to the 2025 election cycle. If there is a runoff additional funds may be required and the cost depends, in part, on the number of advance voting locations selected.

Variable	Estimated Cost to Johns Creek
1 Advance Voting Site, no municipal runoff	-
1 Advance Voting Site, runoff required	$164,939
2 Advance Voting Site, no municipal runoff	$41,770
2 Advance Voting Site, runoff required	$222,796

Next Steps

Unless otherwise directed by Council, the city will report to Fulton County the intent to only have one early voting location at Ocee Library. Council will also be asked to consider an IGA with Fulton County for the election in late July – August.

Attachment

1. Memo from Fulton County Registration and Elections Director

TO: Municipal City Clerks

FROM: Nadine Williams, Director, Registration & Elections

DATE: February 14, 2025

SUBJECT: 2025 Election Information

This memo serves as an update to the Municipal Election Cost Memo distributed on October 17, 2024. To ensure a well-organized and efficient election process, please review the attached documents containing pertinent information. We look forward to collaborating with you in conducting successful 2025 elections and serving the voters in your municipality.

Cost to Municipalities

On January 29, 2025, the Fulton County Board of Commissioners approved the 2025 budget. Additionally, municipalities that have expressed interest in having Fulton County conduct their elections have been noted. As a result, an updated proration chart outlining potential costs for the July and December runoff elections is included for your reference. Please refer to the election calendar below for election dates and applicable municipal charges.

Municipal Election Task Timeline

The attached municipal election task timeline outlines key deadlines for the 2025 elections. Please ensure all deadlines are met to facilitate a smooth election process. If you have any questions regarding these tasks, do not hesitate to contact our team:

- John Ross, Elections Chief, john.ross@fultoncountyga.gov
- Kathryn Glenn, Registration Chief, kathryn.glenn@fultoncountyga.gov
- Janice Dickenson, Administrative Manager, janice.dickenson@fultoncountyga.gov
- Janell Barganier, Financial Manager, janell.barganier@fultoncountyga.gov

Advance Voting Locations

The advance voting locations for the Public Service Commission (PSC) June Primary Election were approved by the Fulton County Board of Registration & Elections on February 13, 2025. If your municipality wishes to establish an additional advance voting location, please refer to the attached cost breakdown and submittal timeline. Please contact our Elections Chief to coordinate.

Election Day Polling Location Changes

Municipalities impacted by Election Day polling location changes will receive a separate communication for review to include the reason for the change. Please refer to that attached timeline to submit concerns and/or alternative locations. Once approved, affected voters will receive updated precinct location cards notifying them of the changes.

Intergovernmental Agreements (IGA)

Please refer to the attached timeline for the distribution and return dates of Intergovernmental Agreements for the June and November 2025 elections. If you have any questions or need further clarification, please contact our Administrative Manager.

We appreciate your collaboration and commitment to ensuring seamless and efficient elections. Please contact our office with any questions or concerns.

2025 ELECTION DATES		
ELECTION	**ELECTION DATE**	**APPLICABLE COST**
~~Special Election~~	~~March 18, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
~~Special Runoff~~	~~April 15, 2025~~	~~Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)~~
Public Service Commission Primary Election	June 17, 2025	Countywide Election to be conducted; Municipalities will not incur cost, except in cases where they choose to establish additional advance voting locations.
Public Service Commission Primary Runoff	July 15, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached. Cost to establish additional advance voting locations are attached.
Special Election	Sept 16, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Special Runoff	Oct 14, 2025	Municipalities to conduct their own election or incur cost of County conducted election (cost drafted upon request)
Public Service Commission General Election	Nov 4, 2025	Countywide Election to be conducted; Municipalities will not incur costs, except in cases where they choose to establish additional advance voting locations.
Public Service Commission General Runoff Election	Dec 2, 2025	If no Public Service Commission Runoff Election is required, municipalities will incur prorated cost as attached Cost to establish additional advance voting locations are attached

Cc:

Fulton County Board of Registration & Elections
Fulton County Board of Commissioners
Dick Anderson, County Manager
Sharon Whitmore, CFO
John Ross, Elections Chief, Fulton County R&E
Kathryn Glenn, Registration Chief, Fulton County R&E
Janice Dickenson, Administrative Manager, Fulton County R&E
Janell Barganier, Finance Manager, Fulton County R&E

RUNOFF ELECTION
2025 ESTIMATED PRORATED COST

	JULY 15, 2025 RUNOFF			DECEMBER 2, 2025 RUNOFF		
	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $	# OF REGISTERED VOTERS	RUNOFF DISTRIBUTION %	RUNOFF DISTRIBUTION $
	As of 01.23.2025		**$ 2,377,429.00**	As of 01.23.2025		**$ 2,387,629.00**
ALPHARETTA	51,506	5.72%	$ 135,989.02	51,506	5.72%	$ 136,572.46
ATLANTA	418,670	46.50%	$ 1,105,395.94	418,670	46.50%	$ 1,110,138.48
CHATTAHOOCHEE HILLS	2,821	0.31%	$ 7,448.16	2,821	0.31%	$ 7,480.12
COLLEGE PARK	11,047	1.23%	$ 29,166.91	11,047	1.23%	$ 29,292.04
EAST POINT	30,026	3.33%	$ 79,276.32	30,026	3.33%	$ 79,616.45
FAIRBURN	12,538	1.39%	$ 33,103.53	12,538	1.39%	$ 33,245.55
HAPEVILLE	4,433	0.49%	$ 11,704.25	4,433	0.49%	$ 11,754.47
JOHNS CREEK	62,204	6.91%	$ 164,234.48	62,204	6.91%	$ 164,939.10
MILTON	31,602	3.51%	$ 83,437.37	31,602	3.51%	$ 83,795.34
MOUNTAIN PARK	530	0.06%	$ 1,399.34	530	0.06%	$ 1,405.34
PALMETTO	3,391	0.38%	$ 8,953.11	3,391	0.38%	$ 8,991.52
ROSWELL	74,287	8.25%	$ 196,136.69	74,287	8.25%	$ 196,978.19
SANDY SPRINGS	83,207	9.24%	$ 219,687.77	83,207	9.24%	$ 220,630.31
SOUTH FULTON	94,117	10.45%	$ 248,492.97	94,117	10.45%	$ 249,559.09
UNION CITY	20,075	2.23%	$ 53,003.14	20,075	2.23%	$ 53,230.54
TOTAL	**900,454**	**100%**	**$ 2,377,429.00**	**900,454**	**100%**	**$ 2,387,629.00**

2025 MUNICIPAL JUNE & RUNOFF JULY SPECIAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
21-Feb-25	Deadline for Municipalities to Advise If Municipality has any Special Election submission	Municipalities
24-Feb-25	Request for Additional Advance Voting Locations	Municipalities
26-Feb-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
28-Feb-25	Distribution of Municipalities IGA for Municipal for Special Election	Fulton County Registration & Elections
28-Feb-25	Precinct Change/Relocations Sent to Municipalities for Review	Fulton County Registration & Elections
7-Mar-25	Precinct Change/Relocation Feedback Returned to Fulton County	Municipalities
10-Mar-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
20-Mar-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
13-Mar-25	Precinct Change/Relocations Presented to Fulton County BRE for Approval	Fulton County Registration & Elections
14-Mar-25	Municipalities to Return IGA to Fulton County	Municipalities
21- Mar -25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
28-Mar-25	Municipal Election Payments Deadline	Municipalities
3-Apr-25	Provide List of Qualified Candidates to Fulton County	Municipalities
4-Apr-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
7-Apr-25	Start Ballot Proofing for Special Election	Fulton County Registration & Elections
18-Apr-25	Verified Voter List Returned to Fulton County	Municipalities
2-May-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-May-25	Return Verified Ballot Proofs to Fulton County	Municipalities
9-May-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
12-May-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
12-May-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
17-May-25	Precinct Change/Relocation Cards Mailed to Impacted Voters	Fulton County Registration & Elections
27-May-25	Commence Advance Voting Operations	Fulton County Registration & Elections
6/17/2025 ELECTION DAY	Date of Special Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
23-Jun-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
24-Jun-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
27-Jun-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
30-Jun-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
3-Jul-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
30-Jun-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Jul-25	Municipal Runoff Election Payments Deadline	Municipalities
7-July-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
7/15/2025 ELECTION DAY	Date of Special Election Runoff Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
21-July-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections

ADVANCE VOTING LOCATIONS
JUNE & JULY 2025 ELECTIONS

1.31.2025

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
College Park Library	DROP BOX	3647 Main Street	College Park	30337
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

June 17 Election:
Tuesday, May 27 to June 13

July 15 Runoff Election:
Monday, July 7 to July 11

Monday – Friday 9am to 6 pm
Saturdays 9am to 5pm
No Sunday Voting

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL Primary Election-- JUNE 17, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	63	$ 8,019
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	63	$ 13,947
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	63	$ 16,524
						$ 38,490

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JUNE 2025 PSC/municipal election will work 17 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, no Sunday voting.

PSC/ MUNICIPAL Primary Run-off Election-- JULY 15, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	24	$ 3,151
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	24	$ 5,480
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	24	$ 6,987
						$ 15,618

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the JULY 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, no Sunday voting.

FULTON COUNTY REGISTRATION & ELECTIONS

2025 NOVEMBER & RUNOFF DECEMBER MUNICIPAL ELECTION TIMELINE

DUE DATE	TASK	RESPONSIBLE OFFICE
7– April -25	Request for Additional Advance Voting Locations	Municipalities
1-July-25	Office Build Surveys and Ballot Question Required Information Returned to Fulton County	Municipalities
21-July -25	Municipalities IGA Distributed	Fulton County Registration & Elections
1-Aug-25	Provide Street Maintenance List for Verification to Municipalities	Fulton County Registration & Elections
7-Aug-25	Municipal Election Payments Deadline	Municipalities
21- Aug - 25	Municipalities to Return IGAs to Fulton County	Municipalities
25-Aug-25	Provide List of Qualified Candidates to Fulton County	Municipalities
29-Aug-25	Verified Street Maintenance List Returned to Fulton County	Municipalities
4-Sep-25	Provide Ballot Proofs to Municipalities	Fulton County Registration & Elections
5-Sep-25	Return Verified Ballot Proofs to Fulton County	Municipalities
12-Sep-25	Provide Voter List for Verification to Municipalities	Fulton County Registration & Elections
14-Sep-25	Provide Sample Ballots Images to Municipalities	Fulton County Registration & Elections
19-Sep-25	Publish Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
26-Sep-25	Verified Voter List Returned to Fulton County	Municipalities
1-Oct-25	Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
1-Oct-25	Provide County A Copy of the Call for Election Advertisement Published by Municipality	Municipalities
14-Oct-25	Commence Advance Voting Operations	Fulton County Registration & Elections
11/4/2025 ELECTION DAY	Date of Special Election/Municipal General Election Conduct Election and Election Night Tabulation	Fulton County Registration & Elections
10-Nov-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections
11-Nov-25	Advise Fulton County of Runoff Requirement Per City Charter	Municipalities
13-Nov-25	Publish Runoff Advance Voting Sites and Operating Hours	Fulton County Registration & Elections
14-Nov-25	Provide Runoff Election Ballot Proofs to Municipalities	Fulton County Registration & Elections
15-Nov-25	Return Verified Runoff Ballot Proofs to Fulton County	Municipalities
17-Nov-25	Runoff Logic & Accuracy Testing Start Date	Fulton County Registration & Elections
18-Nov-25	Municipal Runoff Election Payments Deadline	Municipalities
24-Nov-25	Commence Advance Voting for Runoff Operations	Fulton County Registration & Elections
12/2/2025 ELECTION DAY	Date of Special Election/Municipal General Runoff Election Conduct Runoff Election and Election Night Tabulation	Fulton County Registration & Elections
8-Dec-25	Certification of Election & Distribution of Certified Results to Municipalities	Fulton County Board of Registration & Elections

ADVANCE VOTING LOCATIONS
NOVEMBER & DECEMBER 2025 ELECTIONS

Adams Park Library		2231 Campbellton Road SW	Atlanta	30311
Alpharetta Library	DROP BOX	10 Park Plaza	Alpharetta	30009
Buckhead Library	DROP BOX	269 Buckhead Avenue, NE	Atlanta	30305
C.T. Martin Natatorium & Recreation Center	DROP BOX	3201 Martin Luther King Jr. Dr.	Atlanta	30311
Elections Hub & Operations Center		5600 Campbellton Fairburn Rd	Union City	30213
Grant Park Recreation Center		537 Park Ave SE	Atlanta	30312
Hugh Conley Recreation Center	DROP BOX	3636 College Street	College Park	30337
Joan P. Garner Library at Ponce De Leon		980 Ponce De Leon Ave NE	Atlanta	30306
Metropolitan Library		1332 Metropolitan Parkway	Atlanta	30310
Milton Library		855 Mayfield Road	Milton	30009
Northeast Spruill Oaks Library	DROP BOX	9560 Spruill Road	Johns Creek	30327
Northwest Library at Scotts Crossing		2489 Perry Boulevard NW	Atlanta	30318
Palmetto Library		9111 Cascade Palmetto Hwy	Palmetto	30268
Roswell Library		115 Norcross Street	Roswell	30075
Sandy Springs Library	DROP BOX	395 Mt. Vernon Highway	Sandy Springs	30328
South Annex		5600 Stonewall Tell Road	South Fulton	30349
Wolf Creek Library	DROP BOX	3100 Enon Road SW	South Fulton	30331

November 4 Election:
Tuesday, October 14 to October 31

December 2 Runoff Election
Saturday, November 22 to November 26

Monday - Friday 9am to 6pm
Saturday 9am - 5pm
Sunday 12pm - 5pm

2025 Advanced Voting Site Costs

As of 2/2025

PSC/ MUNICIPAL General Election-- NOV 4, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	160	77	$ 8,681
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	160	77	$ 15,097
Advance Voting - Clerks	3	$ 23.29	$ 34.94	142	77	$ 17,992
						$ 41,770

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the NOV 2025 PSC/municipal election will work 19 days for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturdays 9am- 5 pm, and Sundays 12- 5 pm.

PSC/ MUNICIPAL General Run-off Election-- DEC 2, 2025

1160 SALARIES - TEMPORARY	#	Reg Bill Rate (p/hr)	OT Bill Rate (p/hr)	Reg Hours	OT Hours	Costs
ADVANCE VOTING LOCATIONS - TEMP						
Advance Voting - Manager	1	$ 31.51	$ 47.27	64	26	$ 3,246
Advance Voting - Asst. Manager	2	$ 27.40	$ 41.10	64	26	$ 5,644
Advance Voting - Clerks	3	$ 23.29	$ 34.94	64	26	$ 7,197
						$ 16,087

Notes> These are the incremental costs of adding 1 Advanced Voting (AV) site.
The assigned staff for the DEC 2025 PSC/municipal run-off election will work 1 week for AV.
Advanced Voting hours are Monday to Friday 9 am - 6 pm, Saturday 9am- 5 pm, and Sunday 12- 5 pm.

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kim Allonce, Economic Development Director

Agenda: March 24, 2025 – Council Work Session

Item: 2025 Economic Development Strategic Plan Update

Item Summary

Staff recommends finalizing the 2025 Economic Development Strategic Plan Update, outlining the five overarching goals to guide economic development in Johns Creek over the next five years and replacing the last formally adopted Strategic Economic Development Plan.

Background

The City of Johns Creek has undergone a significant transformation in its approach to economic development. The City adopted its first 5-year Strategic Economic Development Plan in 2016, hired the first full-time economic development staff member in 2018, and has since seen significant growth and an evolving community. In 2021, after the first 5-Year Plan, the City held a Strategic Economic Development gathering with the Johns Creek Chamber of Commerce and business leaders to assist in setting the course for the next several years. Updating the Strategic Economic Development Plan is critical to ensure up-to-date information, analysis of emerging trends, and to account for activity since the adoption of the previous plan.

Update

Leveraging the strong foundation set by previous plans and considering changing conditions, this update seeks to provide a roadmap for the next five years. The draft 2025 Economic Development Strategic Plan Update, shared with City Council before the annual retreat in January, includes key economic development strategic goals highlighted below.

- *Goal 1 – Advance the Town Center Vision to Create a Vibrant Destination:* This goal focuses on transforming the Town Center into a dynamic, vibrant destination through strategic branding, investment attraction, and public art. Key strategies include establishing a clear brand identity, fostering public-private partnerships, and leveraging infrastructure and City-owned properties to create engaging public spaces.

- *Goal 2: Strengthen Johns Creek's Position as a Hub for Health, Wellness, and Innovation (HWI):* This goal leverages the City's unique assets to attract innovative companies in health, wellness, and life sciences while exploring the future of HWI with related sectors like technology and creative industries. Strategies include targeted marketing, incentive programs, and collaboration with universities and incubators.

- *Goal 3: Strengthen Business Retention and Expansion with JC Business F1RST:* This goal serves as the cornerstone for supporting existing businesses and fostering growth, through JC Business F1RST. Key strategies include connecting businesses to resources, addressing regulatory barriers, and collaborating on workforce development initiatives.

- *Goal 4: Cultivate an Ecosystem for Entrepreneurship and Small Business Growth:* This goal aims to foster entrepreneurship and small business development by offering resources, technical assistance, and targeted incentives. Strategies include launching programs like Digital Readiness and Business Accelerators, supporting home-based businesses, and strengthening ties with the Chamber of Commerce.

- *Goal 5: Enhance Quality of Place Through Vibrant and Sustainable Growth:* This goal prioritizes mixed-use redevelopment, different housing types, and multimodal connectivity, it seeks to create vibrant, sustainable spaces that enhance the quality of place. Strategies include redeveloping aging commercial centers, fostering public-private partnerships, and leveraging redevelopment tools.

Clarification

To clarify recent inquiries received by Staff, the Plan serves as a roadmap outlining strategies to support economic development in the City. While it references a past housing study suggesting additional units, the Plan itself does not recommend adding a specific number of housing units as part of the economic development strategy.

Recommendation

Staff recommends approval of the 2025 Economic Development Strategic Plan Update.

Next Steps

Pending further updates from the City Council, the Plan could be adopted at the next City Council Meeting in April 2025.

Attachment

1. Draft – 2025 Economic Development Strategic Plan Update

City of Johns Creek

DRAFT

Economic Development Strategic Plan

2025-2029

With Special Acknowledgements to

Kim Allonce, Economic Development Director

Catherine Cronlund, GIS Analyst II

Olivia Gazda, Assistant to the City Manager

Ben Song, Community Development Director

March 2025

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Introduction & Context

The City of Johns Creek has undergone a significant transformation in its approach to economic development. From its inception in 2006, the City has faced unique challenges in maintaining its reputation as a premier bedroom community, while taking an intentional approach to growth. The City adopted its first 5-year Strategic Economic Development Plan in 2016, hired the first full-time economic development staff member in 2018, and has since seen exponential growth and an evolving community. In 2021, after the first 5-Year Plan, the City held a Strategic Economic Development gathering with the Johns Creek Chamber of Commerce and business leaders to assist in setting the course for the next several years.

The goals outlined in both the 2016 plan and the 2021 report, the Johns Creek Town Center Master Plan and Vision (2022), and work completed by previous economic development directors served as the foundation for this document.

Strategic Plan Update

Updating the Strategic Economic Development Plan is critical to ensure up-to-date information, analysis of emerging trends, and account for activity since the adoption of the previous plan. City staff felt this was a critical time to update the plan to account for several factors not captured under existing documents including:

- Extremely limited space available for new development following two major developments including Boston Scientific's 10-acre new R&D facility to Johns Creek and the announcement of the Medley Development, a 42-acre mixed-use development, featuring 200,000 sq. ft of retail, 110,000 sq. ft. office space, 175 hotel rooms, 750 luxury apartments, and 133 townhomes located in the Town Center area; and
- Catalytic public investment projects in the Town Center, including a 20-acre park behind City Hall, serving as a central gathering space; and
- Post-COVID-19 pandemic changing market conditions and reverberating impacts to both the real estate and job market, housing costs, and changing demographics of Johns Creek residents.

The City's strategic recruitment and branding approach of identifying itself as a city of "Health, Wellness, and Innovation" has served well to both support existing industry and attract new life sciences companies that fall under that umbrella. However, to proactively respond to both ongoing and emerging challenges, the City should recalibrate this strategy to consider the next evolution of "HWI" and utilize it to set an intentional vision for economic development in the next five years. Leveraging the strong foundation set by previous plans and considering changing conditions, this document seeks to provide both a roadmap and strategies to advance the Town Center vision, strengthen the City's position as a hub for health, wellness, and innovation, expand business retention and

expansion, cultivate an ecosystem for entrepreneurship, and enhance the quality of place through vibrant and sustainable growth.

Target Industry Sectors

The first Strategic Economic Development Plan, created in 2016, included a comprehensive target industry analysis that identified key sectors to support the City's business recruitment efforts. At the time, Johns Creek had 2,731 business establishments, with most concentrated in Professional Services, Health Care, Finance/Insurance, Retail Trade, Other Services, and Construction.

In 2024, Johns Creek had 2,499 businesses, with the top sectors being Health Care & Social Assistance (338), Professional Services (325), Other Services (323), Retail Trade (244), Accommodation & Food Services (198), and Finance & Insurance (131). While there has been a slight shift in the top six industry sectors, the City's economy remains primarily driven by the same leading sectors. The healthcare sector, supported by Emory Johns Creek Hospital and numerous other healthcare businesses, employs over 5,900 individuals. The Professional, Scientific & Technical Services sector employs more than 4,750 people, while the Retail Trade industry cluster accounts for over 3,890 jobs. This dominance reflects Johns Creek's continued appeal to Health Care and Professional Services companies seeking to relocate or expand in the area.

In 2016, Strategic Planning Group, Inc. recommended industry sectors based on Johns Creek's core assets, regional strengths, and office market. These sectors included high technology, information technology, software, financial services, medical technology, and professional services. Since then, Johns Creek has successfully attracted companies within these sectors, most notably Boston Scientific, which will open its doors in the Town Center in 2025.

The City's 2024 branding efforts have emphasized health, wellness, and innovation, with bio and life sciences emerging as key business targets. In 2024, many insights from the 2016 analysis remain relevant, as Johns Creek's competitive advantages continue to position it as an attractive destination for businesses in these sectors. However, with increasing land scarcity and vacant office spaces, there is a pressing need to refine the City's approach to innovation by developing a targeted recruitment strategy to attract innovative businesses.

Building on the 2016 industry recommendations, Johns Creek's current economic advantages, and Georgia's thriving business climate – particularly in Metro Atlanta, this plan update recommends maintaining the City's focus on health and wellness, while clearly defining innovation to target the following industry sectors: (1) Technology: Digital Health, FinTech, Artificial Intelligence, Cybersecurity, IT Consulting, Robotics, Software, and Manufacturing Technology; (2) Creative Industries: Advertising & Marketing,

Architecture, Performing Arts, Arts & Crafts, Film, Interactive Games, Design, and Designer Fashion.

Strategic Considerations

1. Population Decline Poses Challenges for Johns Creek's Growth

Between 2010 and 2020, the population of Johns Creek grew by over 5,000 residents. However, from 2020 to 2024, the city has experienced minimal growth, partly due to its stable housing market and a slowdown in residential activity. Over the next five years, the population is anticipated to decline by approximately 1,690 residents, a significant decrease compared to neighboring North Fulton cities. While projections do not factor in new developments like Medley, the decline may be driven by an aging population and limited housing options for younger families looking to move into the area. *To counteract this trend, Johns Creek can explore opportunities for diversifying housing options and attracting a younger demographic.*

2. Aging Office Market Could Impact Economic Competitiveness

Johns Creek's office market is aging, with nearly half (47%) of office buildings now over 20 years old. The average age of office buildings is 19 years, reflecting a significant number of mid-life properties in the city. Approximately 71% of the office buildings in Johns Creek are classified as Class B, while Class A buildings account for only 21% of the total office space. Only 8% of office buildings have been built or renovated in the last five years, indicating a lack of modernization. Additionally, the city's office market is experiencing negative net absorption, with a 12-month loss of 120,000 square feet – meaning more space is being vacated than leased. This aging inventory could hinder business recruitment and retention, posing challenges to long-term economic growth. *Developing strategies to encourage investment in modernizing office spaces could help attract innovative businesses and meet evolving workplace needs.*

3. Declining Office Occupancy Is Redefining the Real Estate Landscape

Johns Creek's office occupancy rate has followed a post-COVID downward trend, hitting a low of 80% in Q2 2021 before temporarily recovering to 90.8% in Q3 2022. By Q3 2024, occupancy had declined again to 81.3% and is projected to drop further to 75% by 2029 if no action is taken. This pattern mirrors broader trends in North Fulton, except for Milton, where occupancy is expected to rise due to its smaller office inventory. Furthermore, areas like Alpharetta and Sandy Springs have embraced recent trends of converting office spaces into residential properties, which could influence the dynamics of the overall office market. Proactively addressing this decline will be essential for Johns Creek to remain

competitive in a shifting office market. *Further redefining its target industry sectors and aligning recruitment strategies with their unique needs could attract new office users and improve occupancy in Johns Creek.*

4. Johns Creek's Workforce in Comparison to Regional Peers

Johns Creek employs 27,581 people, accounting for 8.7% of North Fulton's total workforce of 318,083 employees. Key sectors include Healthcare & Social Assistance (5,954 employees), Retail Trade (3,903 employees), and Professional, Scientific, & Technical Services (2,976 employees). However, the city's workforce is smaller compared to neighboring cities like Alpharetta, with 86,563 employees, and Sandy Springs, leading with 134,083 employees. These figures underscore the potential for Johns Creek to focus on expanding high-value industries to enhance its regional economic competitiveness. *Targeted workforce development initiatives could help attract and retain talent in emerging industries, strengthening the city's economic position.*

5. Transformative Investments Are Driving Town Center Development

Over the past three years, Johns Creek has made remarkable strides in advancing its Town Center Vision and Master Plan through significant public and private investments. The City is leading the way with a $36 million investment to create a 20-acre park featuring walking trails, an amphitheater with a deck over the water, and other community-focused amenities. Toro Development is building a $560 million mixed-use development, blending residential, office, retail, hotel, and plaza spaces to establish a dynamic "third place" for residents and businesses. Boston Scientific's $108 million medical device facility will bring new jobs and strengthen Johns Creek's growing life sciences industry cluster. *Engaging stakeholders to leverage catalytic projects can attract more private investment and advance the city's long-term Town Center vision.*

6. Balancing Redevelopment and Residential Appeal in Johns Creek

Johns Creek faces the challenge of balancing growth and redevelopment with preserving its premier residential character. While major projects are underway in the Town Center, significant opportunities remain to revitalize underperforming shopping centers, such as the area around Medlock Bridge Road and State Bridge Road. Efforts to redevelop these areas are hindered by market conditions and the need for residential developments, particularly multifamily housing, to ensure project feasibility. *To stay competitive, the city must focus on identifying specific areas for growth while addressing concerns about overdevelopment to preserve its quality of life and long-term appeal.*

7. Expanding Housing Options to Strengthen Johns Creek's Economy

A recent housing study highlights the need for different types of housing in Johns Creek to foster economic growth. Currently, 90% of employees working in Johns Creek commute from outside the city, with 79% living within 25 miles – indicating a clear opportunity to attract these commuters as residents. However, limited local job opportunities align with the cost of purchasing homes. To meet demand, the study projects the need to add new housing units annually over the next five years. *Addressing this demand through different housing options and redevelopment of underutilized land can improve economic resilience and prepare the city for future growth.*

8. Small Business Needs & Challenges in Johns Creek

A 2024 survey of Johns Creek businesses reveals key challenges that impact their operations and growth. Nearly a third (31%) of businesses identified “Marketing and Advertising” as their primary challenge, followed by 23% citing “Rent/Location or Landlord Concerns,” and 19% pointing to “Economic Downturn” as their greatest obstacle. Other reported issues include staffing shortages, traffic/construction, taxes, and customer competition. When asked about broader obstacles, 55% of businesses agreed that “Marketing and Attracting Customers” is their most significant hurdle. Additionally, 40% struggle with “Rent Affordability,” while “Access to Capital” and “Finding Qualified Employees” were each cited by 33%. *These findings highlight the need for targeted support to address marketing, workforce, and affordability challenges to foster business growth and resilience.*

9. Capitalizing on Life Sciences Growth for Johns Creek’s Health, Wellness, and Innovation Strategy

Georgia’s rapidly expanding life sciences sector presents significant opportunities for Johns Creek to advance its health, wellness, and innovation strategy. The state is quickly emerging as a hub for life sciences, with more than 4,000 organizations contributing to a 20% growth since 2015, adding over 78,000 jobs in fields such as medical devices, research testing, medical labs, and digital health. Johns Creek is home to industry leaders like Alcon, Boston Scientific, and Emory Johns Creek, but the city’s limited land availability and aging office market pose challenges for attracting new and emerging companies. With venture capital funding reaching $530 million in 2021, Georgia’s innovation ecosystem is flourishing, and Johns Creek can leverage its proximity to top-tier talent and research from state colleges and universities. *Drawing inspiration from innovation centers like Tech Alpharetta, Portal Innovations, CollabTech, CuriosityLab, and BioSparks, Johns Creek can solidify its role as a regional hub for health, wellness, and innovation by identifying strategic locations for emerging companies.*

10. Building Organizational Capacity to Support Economic Development Efforts

Having the right staff in place is essential to ensuring the success of economic development initiatives. In North Fulton, many cities have multiple staff members dedicated to economic development – cities like Alpharetta and Sandy Springs each have at least two staff members, including a director and manager, with Alpharetta also having a coordinator position. In contrast, Roswell relies on one staff member, supplemented by Roswell Inc., its official Economic Development Organization, while Milton also has just one staff member overseeing initiatives. Compared to its regional peers, Johns Creek's impact may be limited by its staffing levels, especially as the city tackles projects like the development of the new Town Center, community placemaking, and ongoing business retention and expansion efforts. *Aligning dedicated resources with economic development priorities could help Johns Creek remain competitive in the region.*

SWOT Analysis

Strengths

Johns Creek benefits from a solid foundation of community assets, which can be leveraged for future development:

1. **High Quality of Life**
    a. Great schools: Strong public and private education systems attract families.
    b. Safety and well-maintained neighborhoods: A low crime rate enhances livability.
    c. Parks, recreation, and the Chattahoochee River: Ample outdoor spaces support health, wellness, and connectivity.
    d. Well-maintained Infrastructure: The City invests significantly to ensure the infrastructure such as roads including landscaping, bridges, and stormwater are well maintained.
2. **Affluent Demographics**
    a. Disposable income and nice homes: Residents' spending power bolsters local businesses and creates demand for premium amenities.
    b. Educated and diverse population: A talent pool that encourages innovation and a community that celebrates diverse experiences.
3. **Strong Business Ecosystem**
    a. Supportive business community: Local businesses actively collaborate with city leaders.
    b. Healthcare and life sciences presence: Johns Creek is positioned as a hub for health innovation due to its existing hospital and life sciences sector.

Weaknesses

Challenges in infrastructure, workforce diversity, and land availability limit growth potential:

1. **Infrastructure Limitations**
    a. Traffic congestion: Commuting inefficiencies reduce accessibility and attractiveness.
2. **Lack of Urban Identity**
    a. No city center or defined sense of place: The city is building its centralized hub for activities, culture, and community connection.
    b. Limited evening entertainment and cultural venues: Few options for nightlife or social gathering spots.
3. **Workforce Challenges**
    a. Aging and limited labor pool: Workforce demographics skew towards mid-to-late career professionals, with few young professionals or entry-level jobs.
    b. High housing costs: Lack of different housing types deters younger workers and service industry employees.
4. **Development Constraints**
    a. Limited developable land: Most large parcels are already built out, limiting opportunities for new projects.
    b. Regulatory issues: Policies designed to protect adjacent residential areas can hinder business expansion and redevelopment efforts.

Opportunities

Targeted strategies can continue Johns Creek's growth into a vibrant, innovative, and sustainable community:

1. **Create a Vibrant Town Center**
    a. Develop a central business district: Establish a walkable town center with mixed-use developments, retail, and public spaces.
    b. Promote arts and culture: Build a performing arts center and host community events to foster civic pride and engagement.
2. **Capitalize on Redevelopment Potential**

a. Leverage Technology Park for innovation: Attract health and tech-focused startups and implement redevelopment tools to modernize infrastructure.

b. Use quick wins to build momentum: Prioritize small, impactful projects to demonstrate progress, gain public support, and showcase city investments in public spaces (i.e. parks) and infrastructure improvements.

3. Expand Healthcare and Innovation Ecosystems

a. Promote Johns Creek as a health and wellness hub: Grow the life sciences and medical sectors to strengthen the city's economic foundation.

b. Leverage state innovation networks: Collaborate with Georgia's broader innovation ecosystem to attract investment and talent.

Threats

Failure to address key challenges could hinder growth and diminish the city's competitive edge:

1. **Infrastructure and Land Constraints**

a. Traffic congestion: "Traditional" transportation solutions alone may not fully address congestion issues in the long term.

b. Limited land availability: Without creative redevelopment, growth could stagnate.

c. Funding: The current Transportation Sales Tax funding for infrastructure expires in 2027 and if not renewed could limit additional investment in transportation projects.

2. **Leadership and Vision Risks**

a. Lack of political will and cohesive vision: Poor planning or lack of consensus on priorities could derail progress.

b. Competition from nearby cities: Sister cities are similarly working to attract talent, businesses, and residents.

3. **Demographic Shifts**

a. Population decreases and aging workforce: An unbalanced age demographic could reduce economic vitality and innovation.

Economic Development Goals & Strategies

Goal 1: Advance the Town Center Vision to Create a Vibrant Destination

This goal focuses on transforming the Town Center into a dynamic, vibrant destination through strategic branding, investment attraction, and public art. Key strategies include establishing a clear identity, fostering public-private partnerships, and leveraging infrastructure and City-owned properties to create engaging public spaces. A dedicated Town Center organization will ensure ongoing activation, safety, and economic growth, with periodic updates to the Town Center Vision to align with the Comprehensive Plan, marketing conditions, and other priorities.

Strategies

1. Prioritize infrastructure upgrades to support and attract future investment.
2. Transform City-owned parcels into vibrant, community-oriented spaces.
3. Establish a compelling brand identity and marketing strategy for the Town Center.
4. Coordinate with the Johns Creek CVB, the Johns Creek Chamber of Commerce, and other partners to ensure the Town Center's presence in their marketing strategies, including digital and web presence.
5. Collaborate with property owners and businesses to drive private investment.
6. Launch a Town Center organization that may manage events, maintain cleanliness and safety, and support economic growth.
7. Incorporate public art—sculptures, murals, and temporary installations—into future Town Center developments.
8. Design and implement meeting and event programs to activate the Town Center.
9. Adopt an economic development funding policy to secure diverse resources to redevelop key sites.
10. Periodically review and update the Town Center Vision Plan, as appropriate, to ensure alignment with the City's Comprehensive Plan, evolving market conditions, and new growth objectives.

Goal 2: Strengthen Johns Creek's Position as a Hub for Health, Wellness, and Innovation (HWI)

This goal leverages the City's unique assets to attract innovative companies in health, wellness, and life sciences while exploring the future of HWI with related sectors like technology and creative industries. Strategies include targeted marketing, incentive programs, and collaboration with universities and incubators. By hosting roundtables and

a regional HWI Summit, Johns Creek aims to strengthen partnerships, leverage its future Makerspace for innovation, and enhance its business ecosystem to attract and retain innovative companies.

Strategies

1. Explore other industry sectors such as technology and creative industries to expand the HWI sector.
2. Host roundtables to engage HWI companies and support growth.
3. Assess office buildings to determine their appeal to current and future tenants.
4. Collaborate with property owners and brokers to market available sites.
5. Partner with regional economic development organizations to host an HWI Summit.
6. Develop and execute a targeted HWI recruitment strategy for the City including attending industry events such as the Bio International Convention, GA Life Sciences Summit, and other conferences.
7. Partner with universities and bio/life science incubators to attract innovative businesses.
8. Implement incentive programs to encourage innovative companies to relocate to Johns Creek.
9. Utilize the City's Makerspace as a platform for innovation in health, wellness, and other life sciences.
10. Build partnerships with HWI companies to foster ecosystem growth and attract supporting businesses.

Goal 3: Strengthen Business Retention and Expansion with JC Business F1RST

This goal serves as the cornerstone for supporting existing businesses and fostering growth, through JC Business F1RST. Key strategies include connecting businesses to resources, addressing regulatory barriers, and collaborating on workforce development initiatives. Roundtables and enhanced community engagement will help identify challenges, while targeted incentives and partnerships will encourage business retention, expansion, and resilience in Johns Creek's evolving economy.

Strategies

1. Connect businesses to resources through the JC Business F1RST program.

2. Expand JC Business F1RST with enhanced community engagement initiatives.
3. Develop targeted action plans to address critical business challenges.
4. Update regulations that impede business growth and streamline processes.
5. Partner with local and state organizations to offer training and technical assistance.
6. Collaborate with businesses on expansion projects to support growth.
7. Promote workforce development programs in partnership with economic development organizations.
8. Explore incentives for business retention and expansion.
9. Host regular roundtables, such as JC10, with local businesses to foster collaboration.
10. Address workforce, marketing, and affordability challenges to strengthen business resilience.

Goal 4: Cultivate an Ecosystem for Entrepreneurship and Small Business Growth

This goal aims to foster entrepreneurship and small business development by offering resources, technical assistance, and targeted incentives. Strategies include launching programs like Digital Readiness and Business Accelerators, supporting home-based businesses, and strengthening ties with the Chamber of Commerce. Partnerships with universities and regional organizations will expand startup opportunities, while revised ordinances will better support small business needs.

Strategies

1. Partner with regional organizations to support entrepreneurs launching startups.
2. Continue funding and collaborating with the Johns Creek Chamber of Commerce.
3. Work with universities to develop entrepreneurship programs for small and mid-sized companies.
4. Launch a Digital Readiness Program to help businesses adopt technology for growth.
5. Consider a comprehensive evaluation of the sign ordinance to address visibility challenges faced by storefront businesses, further supporting their marketing efforts and ability to attract customers.
6. Support home-based businesses through programs with local and regional chambers.
7. Evaluate the procedures for business and alcohol licenses to enhance the user experience for small businesses.

8. Review and consider targeted incentives to attract entrepreneurs and office users.
9. Provide ombudsman services through partnerships with the Johns Creek Chamber of Commerce.
10. Revise other ordinances, as appropriate, to better support small businesses and entrepreneurs.

Goal 5: Enhance Quality of Place Through Vibrant and Sustainable Growth

This goal prioritizes mixed-use redevelopment, different housing types, and multimodal connectivity, it seeks to create vibrant, sustainable spaces that enhance the quality of place. Strategies include redeveloping aging commercial centers, fostering public-private partnerships, and leveraging redevelopment tools like development authorities. Initiatives such as a Public Arts Master Plan, alternative transportation solutions, and a performing arts center aim to support community engagement.

Strategies

1. Redevelop neighborhood shopping centers, identified in the Comprehensive Plan, into mixed-use destinations with public gathering spaces.
2. Identify and prioritize redevelopment opportunities across the City.
3. Host developer and real estate roundtables to address challenges and explore opportunities.
4. Consider economic development incentives to catalyze key redevelopment projects.
5. Implement a multimodal policy to improve connectivity and accessibility.
6. Develop a Public Arts Master Plan to guide the City's 1% for Art Program.
7. Leverage tools like development authorities and tax allocation districts to support sustainable growth.
8. Consider different housing options to attract and retain young professionals and talent.
9. Explore partnerships for alternative transportation, first-mile/last-mile solutions, and on-demand services.
10. Build a performing arts center to promote cultural engagement and provide an appropriate venue for performances in the City.

Conclusion

The City of Johns Creek is experiencing a period of significant economic growth, notable for its growing presence of healthcare and life science companies, recognition as one of the best places to live in the country, and the development of a burgeoning Town Center. This success reflects the vision of the City Council and its thoughtful approach to smart growth.

However, to sustain this momentum and drive the City into its next phase of growth, several strategic challenges must be considered. These include an aging office market, declining occupancy rates, workforce development issues, the need for a competitive regional landscape. Additionally, Georgia's favorable business climate presents opportunities for Johns Creek to build on its health, wellness, and innovation (HWI) initiatives while exploring new ways to define innovation within the City.

Finally, as Johns Creek prepares to welcome transformative developments such as a new 20-acre park, Medley, and Boston Scientific in the Town Center, it must adopt strategies to activate, manage, and promote its downtown core as a hub for health, wellness, and innovation for residents, businesses, and visitors alike.

This strategic plan update outlines five overarching goals to guide the City over the next five years:

1. **Advance the Town Center Vision to Create a Vibrant Destination**
   - *By transforming the Town Center into a dynamic and vibrant destination through strategic branding, investment attraction, and public art initiatives.*
2. **Strengthen Johns Creek's Position as a Hub for Health, Wellness, and Innovation (HWI)**
   - *By leveraging the City's unique assets to attract innovative companies in health, wellness, and life sciences, while exploring opportunities in related sectors like technology and creative industries.*
3. **Strengthen Business Retention and Expansion with JC Business F1RST**
   - *By supporting existing businesses and fostering growth through the cornerstone JC Business F1RST initiative.*
4. **Cultivate an Ecosystem for Entrepreneurship and Small Business Growth**
   - *By fostering entrepreneurship and small business development by providing resources, technical assistance, and targeted incentives.*
5. **Enhance Quality of Place Through Vibrant and Sustainable Growth**
   - *By prioritizing mixed-use redevelopment, different housing types, and multimodal connectivity to create vibrant, sustainable spaces that enhance the community's quality of life.*

These strategic goals aim to position Johns Creek as a thriving and innovative community ready to embrace its next chapter.

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: Brian O'Connor, Public Works Director

Date: March 24, 2025 – Work Session

Item: Approval of a Construction Contract for Buice Road Bridge Replacement

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Item Summary

To replace and raise the existing bridge on Buice Road over Johns Creek by five feet and add new pedestrian facilities, staff recommends a $5,739,782 construction contract with Georgia Bridge and Concrete, a $550,000 construction, engineering, and inspection (CEI) task order with Lowe Engineering, a ten percent construction contingency in the amount of $573,978, a construction agreement with Georgia Department of Transportation (GDOT) in the amount of $5,370,000, and an Intergovernmental Agreement (IGA) with Fulton County in the amount of $300,000 for water and sewer line relocation work associated with this project. The project can be fully funded using PW2020 and TSPLOST II funds.

Background

During large storm events, water frequently rises to the top of the Buice Road bridge forcing road closure. Additionally, the bridge lacks pedestrian facilities and creates and impediment to pedestrian travel on Buice Road. A new bridge needs to be rebuilt at a higher elevation to eliminate the risk of flooding and to include pedestrian facilities.

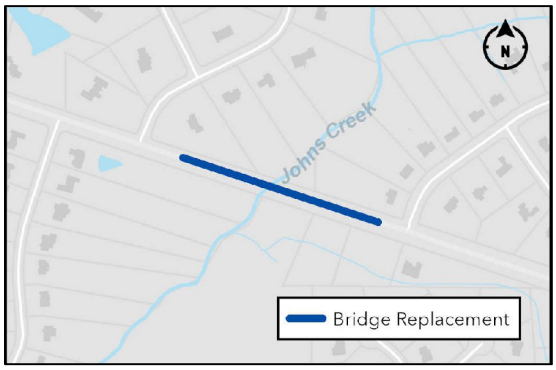


Buice Road Bridge – Existing Conditions

Between FY2020 and FY2021, the Council set aside $400,000 for the new bridge from the Infrastructure Maintenance Accrual. Council also supported staff's efforts to seek grant funding to defray the costs of the replacement.

At the April 26, 2021 Work Session, Council reviewed two preliminary concepts for the replacement of the bridge. The Council reached consensus to retain the existing location for the bridge in the replacement (rather than relocate to the south) as retaining the existing location had the least impact to adjacent properties, the shorter anticipated construction duration, and the lower anticipated cost. On May 10, 2021, Council awarded the engineering contract.

Also in 2021, the Atlanta Regional Commission (ARC) awarded the City a federal grant (to be administered by the Georgia Department of Transportation (GDOT)) in the amount of $400,000 for engineering and $3,000,000 towards the construction of the bridge replacement. The Council approved the Project Framework Agreement with GDOT for the engineering phase at the November 15, 2021 Council Meeting.



On October 2023, Council formally accepted an additional award from ARC for an additional $400,000 of federal grant funds to the City for right-of-way acquisition.

Update

By January 2025, engineering plans were complete and staff received Certification from GDOT for Environmental, Right-of-Way, and Utilities for this project. As of February 12, 2025, GDOT authorized City staff to advertise this bridge replacement project on Buice Road over Johns Creek for construction.

On March 13, 2025, the City received eight construction bids ranging from $5,739,782 to $7,596,946. The bids and qualifications were reviewed by GDOT and the City as further described in the attached Purchasing Recommendation. The lowest bid of $5,739,782 from Georgia Bridge and Concrete was deemed responsive and compliant. This cost includes relocating the Fulton County water and sewer lines that are in conflict with this project. The City will be fully reimbursed by Fulton County for this portion of the construction scope. Staff also negotiated a fee for construction, engineering, and inspection (CEI) services and recommends awarding a CEI Task Order to Lowe Engineering for $550,000.

Financial Impacts

The bridge replacement project on Buice Road over Johns Creek is funded through federal grants from the ARC administered by GDOT as well as local capital improvement funds. To date, a total of $5.37M has been awarded to this project for construction, which includes an additional $2M awarded to the City by ARC late 2024. As this project is shovel-ready and has followed all of the requirements to use federal funding, there is a good chance that additional federal funds will be made available to the project. Staff will continue to seek funding through GDOT and the Atlanta Regional Commission (ARC) throughout the construction phase of the project.

The funding for this capital project is detailed in the table below including the proposed funding shifts of unallocated TSPLOST II funds.

PW2020 – Buice Road Bridge Replacement	Date	DR	CR	Balance
Remaining Funds following ENG and ROW Phases	3/1/2025		$509,185	$509,185
GDOT Federal and State Funds	Proposed		$5,370,000	$5,879,185
Fulton County IGA	Proposed		$300,000	$6,179,185
Construction Contract	Proposed	$5,739,782		$439,403
Construction Contingency (10%)	Proposed	$573,978		($134,575)

CEI Task Order	Proposed	$550,000		($684,575)
TSPLOST II Unallocated Funding	Proposed		$684,575	$0

The recommended construction bid of $5,739,782, CEI task order in the amount of $550,000, and the ten percent contingency of $573,978 can be fully funded by accepting the $5,370,000 with Georgia Department of Transportation (GDOT) and transferring $684,575 from TSPLOST II funds. The cost of the waterline relocation work will be fully reimbursed through the IGA with Fulton County.

A future Budget Amendment will formalize and accept the funds from GDOT and Fulton County and transfer funds from TSPLOST II to fully fund the project as shown in the chart above.

Recommendation

Staff recommends approving a $5,739,782 construction contract with Georgia Bridge and Concrete, a $550,000 construction, engineering, and inspection (CEI) task order with Lowe Engineering, and a ten percent construction contingency in the amount of $573,978. Staff also recommends the approval of the Construction Agreement with GDOT and acceptance of $5,370,000 towards the bridge replacement construction. Lastly, staff recommends approving an Intergovernmental Agreement (IGA) with Fulton County to accept up to $300,000 for the water main and sewer facility adjustments and relocations within the footprint of this construction project.

Next Steps

Following Council authorization, staff will complete the contracting process and prepare for construction. Weather permitting, construction is expected to last twelve months from the issuance of the Notice to Proceed with an anticipated project construction completion in summer 2026. The bridge will be closed during construction for up to six months.

Attachments

1. Purchasing Recommendation
2. Construction Contract
3. CEI Task Order
4. GDOT Construction Agreement
5. Fulton County IGA

Johns Creek
GEORGIA

MEMO

To: Honorable Mayor and City Council

From: Ronnie Campbell, Finance Director

Prepared by: Neil Trust, Purchasing Manager – CPP, GCPA, CPM, GCPM

Date: March 24, 2025

Subject: **Purchasing Recommendation for ITB #25-072 (Buice Road Bridge Replacement Over Johns Creek – PI0017830 CS111)**

The above referenced Invitation to Bid (ITB) was released on February 13, 2025, with a due date of March 13, 2025, at 2:00PM. The solicitation was advertised on the City's website, in the State of Georgia Procurement Registry, and on BidNet. Suppliers who registered with the National Institute of Governmental Purchasing (NIGP) codes matching this project specification, received notice of this solicitation from the following two platforms:

DOAS Georgia Procurement Registry	5816 Individuals / Firms
BidNet Georgia Purchasing Group	1100 Individuals / Firms

On February 27, 2025, a virtual Pre-Bid Meeting was held via Microsoft Teams with twelve (12) individuals/firms participating. Fifty-nine (59) individuals/firms who downloaded the bid documents are plan holders of ITB # 25-072.

The following eight (8) proposals were received and reviewed for compliance by the Purchasing Manager on March 13, 2025:

1. **BRTU Construction, Inc. (Atlanta, GA)**
2. **CMES, Inc. (Norcross, GA)**
3. **E.R. Snell Contractors, Inc. (Snellville, GA)**
4. **Georgia Bridge and Concrete, LLC (Auburn, GA)**
5. **Ohmshiv Construction, LLC (Lawrenceville, GA)**
6. **SD & C Inc. (Decatur, GA)**
7. **Vertical Earth, Inc. (Cumming, GA)**
8. **Wilson Construction Management LLC (Norcross, GA)**

The Evaluation Committee consisting of the Public Works Director, Assistant City Manager and Purchasing Manager organized and reviewed cost proposals and supporting documents submitted for ITB #25-072 Buice Road Bridge Replacement Over Johns Creek – (PI0017830 CS111).

The City's Purchasing Policy requires award of contract to the lowest responsive and responsible bidder. It is the decision of the Evaluation Committee to make recommendation of awarding the contract for the above referenced ITB to **Georgia Bridge and Concrete, LLC** as the lowest responsive and responsible bid meeting the minimum specifications.

The Contractor's cost for the BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK PROJECT (PI0017830 CS111) is $5,739,781.80.

This project requires the Mayor and City Council approval per our Purchasing Policy.

CONTRACT AGREEMENT
ITB #25-072

BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK
(PI0017830 CS111)

This Agreement made and entered into this __ day of _____, in the year 2____; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Georgia Bridge and Concrete, LLC ("Contractor"), located at 1500 Highway 124, Auburn, GA 30011.

WHEREAS, the City of Johns Creek is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Johns Creek; and

WHEREAS, the City of Johns Creek has caused Invitation to Bid (ITB) #25-072 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Georgia Bridge and Concrete, LLC") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the ITB #25-072 and the Contractor's submittal was deemed by the City of Johns Creek to be the lowest most responsive, responsible bid meeting the minimum specifications to the City per the scope dated March 13, 2025.

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

EXHIBIT A-SPECIFICATIONS
EXHIBIT B-COST PROPOSAL
EXHIBIT C-REQUIRED FORMS AND DOCUMENTS
EXHIBIT D-SPECIAL PROVISIONS

2.0 Key Personnel

The City of Johns Creek enters into this Agreement having relied upon Contractor providing the services of the

Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing. The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the ITB and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings. If applicable, and unless the ITB provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure. If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

3.4 Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

4.0 Duration of Contract

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The term of this Contract shall be for a period of Three Hundred and Sixty-Five (365) calendar days from the issuance of the "Notice to Proceed" and all orders/services issued and postmarked by the City during said term shall be filled at the contract price.

4.2 Contract Extension. In the event that this Standard Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and ancillary services, the City may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the City a continuous supply of the identified goods and ancillary services.

If not set forth in the ITB/RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

5.0 Independent Contractor

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Johns Creek. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Johns Creek Representative within ten (10) day after issuance.

5.2 Inasmuch as the City of Johns Creek and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Johns Creek without the express knowledge and prior written consent of the City.

6.0 Indemnification

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

7.0 Performance

Performance will be evaluated on a weekly basis. If requirements are not met, City of Johns Creek Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than thirty (30) days to remedy the situation.

If requirements are not remedied City of Johns Creek has the right to cancel this Agreement with no additional obligation to Contractor.

7.1 Final Completion, Acceptance, and Payment

a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved

in writing.

b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising from Contractor's failure to perform the work in accordance with the Contract Documents.

c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 13.

8.0 Changes

City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

9.0 Change Order Defined

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

10.0 Time and Liquidated Damages

10.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than Three Hundred and Sixty-Five (365) Calendar days from issuance of the Notice to Proceed, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

The Contractor represents that it has taken all difficulties due to weather conditions into consideration in preparing the proposed Contract Sum and in establishing the time for completion of the Work. the completion time will not be extended for normal bad weather. Time for completion of the Work includes an allowance for calendar days on which work cannot be performed out-of-doors. For the purposes of this Agreement, the Contractor agrees that it expects to lose working days to weather in accordance with the following table:

January-14 days	May-6 days	September-2 days
February-14 days	June-3 days	October-3 days
March-10 days	July-4 days	November-5 days
April-7 days	August-2 days	December-9 days

If the total number of calendar days lost per month due to bad weather exceeds the total monthly calendar days identified in the above table, the contract time will be extended by the number of calendar days needed to include

the excess number of days lost. However, the Owner will not be obligated to pay any additional sums resulting from such a delay, including but not limited to overhead and profit.

10.2 The Contractor shall pay the City the sum of $1,000.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

11.0 Insurance

11.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be $1,000,000 per person and $3,000,000 per occurrence for bodily injury and for property damage. The Contractor shall maintain automobile liability insurance for any vehicles used in the performance of services under this Agreement, with a minimum coverage of $1,000,000 per occurrence for bodily injury and property damage. The Contractor shall maintain excess or umbrella liability insurance providing coverage in excess of the commercial general liability insurance, with a minimum coverage limit of $5,000,000 per occurrence and aggregate.

11.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. Additional Insured: The Contractor shall add the City of Johns Creek as an additional insured under the commercial general liability insurance policy for the duration of this Agreement, covering claims arising from the Contractor's work under this Agreement.

12.0 Termination

12.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
c) The Contractor fails to comply with confidentiality laws or provisions; and/or
d) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

12.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for

the City to declare the Contractor in default of its obligations under the Contract:

a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
c) The Contractor fails to make substantial and timely progress toward performance of the contract;
d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

12.3 Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

a) Immediately terminate the Contract without additional written notice; and/or
b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

12.4 Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

12.5 Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, profit, delay damages or other costs associated with the performance of the Contract.

12.6 The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

13.0 CLAIMS and DISPUTE RESOLUTION

13.1 Claims Procedure

a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City-directed work as provided in Section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
b) Contractor shall file its Claim within the earlier of: 120 Days from City's final offer in accordance with Section 8; or the date of Final Acceptance.
c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.
e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
f) After Contractor has submitted a fully-documented Claim that complies with all applicable provisions of this Section 13.1, City shall respond, in writing, to Contractor with a decision within sixty (60) Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

13.2 Arbitration

a) If Contractor disagrees with City's decision rendered in accordance with paragraph 13.1f, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim; failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:

1. Disputes involving $30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
2. Disputes over $30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.

c) All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Fulton County.
d) If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
e) Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.
f) All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

14.0 Confidential Information

14.1 Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
d) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

14.2 No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and
all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

14.3 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records

containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.

14.4 Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.

14.5 Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

15.0 Inclusion of Documents

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the ITB, as amended, and the Contractor's submittal, the language in the former shall govern.

15.1 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

16.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

16.1 Federal Requirements.

16.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Johns Creek contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

a) Equal Employment Opportunity - The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
b) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
c) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
    1. Any patent that shall result under this Contract; and
    2. Any patent rights to which the Contractor purchases ownership with grant support;
d) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
    1. The copyright in any work developed under this contract; and
    2. Any rights of copyright to which the Contractor purchases ownership with grant support.

e) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
f) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

16.2 Georgia Security and Immigration Compliance Act

a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "Exhibit C" and incorporated herein by reference and made a part of this contract.
b) The Contractor further certifies that any subcontractor employed by Contractor for the performance of this agreement has executed an appropriate subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each subcontractor.
c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

17.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Johns Creek's prior written consent.

18.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

19.0 Drug-Free and Smoke-Free Work Place

19.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

19.2 The Contractor will secure from any sub-contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

19.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

a) The Contractor has made false certification herein; or
b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

20.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

21.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Johns Creek all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Johns Creek pursuant hereto.

22.0 Reporting Requirement

Reports shall be submitted to the Project Manager on a Monthly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

23.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

24.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

25.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable:)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF JOHNS CREEK:	GEORGIA BRIDGE AND CONCRETE, LLC:
By: _____	By: _____
Title: City Manager_____	Title:_____
Name: Kimberly Greer_____	Name:_____
Date: _____	Date: _____
ATTEST:_____ Sign	ATTEST:_____ Sign
NAME: _____ Print	NAME: _____ Print
DATE: _____	DATE: _____
CITY SEAL:	COMPANY SEAL:

EXHIBIT A.

Bid Specifications

SCOPE OF WORK

Contractor shall refer to the general notes within the plans for additional scope of work information.

SPECIAL PROVISIONS AND SPECIFICATIONS

All materials and workmanship associated with this contract shall meet current GDOT Specifications and Standards for construction materials, methods and procedures.

The following are special provisions prepared specifically for this contract and may be in conflict with parts of the standard specifications. If conflicts are evident the special provisions shall take precedence over the standard specifications.

GENERAL SPECIAL PROVISIONS AND SPECIFICATIONS

Special Provision 107.23H – Legal Regulations and Responsibility to the Public
Special Provision 108 – Prosecution and Progress
Special Provision 150 – Traffic Control
Special Provision 158 – Training Program
Special Provision 165 – Maintenance of Temporary Erosion and Sedimentation Control Devices
Special Provision 641 – Guardrail
Special Provision 660 – Sanitary Sewers

BRIDGE SPECIAL PROVISIONS

Special Provision 154 – Construction Vibration Monitoring
Special Provision 449 – Bridge Deck Joint Seals
Special Provision 520 – Pilot Holes
Special Provision 523 – Dynamic Pile Testing (LRFD)

WATER AND WASTEWATER TECHNICAL SPECIFICATIONS

Fulton County – Technical Specification for Wastewater Construction

PROSECUTION AND PROGRESS

The Contractor will have **Three Hundred and Sixty-Five (365) calendar days** from issuance of Notice to Proceed to be substantially complete with the project. The Contractor will be considered substantially complete when all contract work except for punch list work has been completed and accepted.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed by the completion date indicated above. Upon receipt of Notice to Proceed (NTP) the Contractor will be required to submit a progress schedule. The anticipated date that the contractor will receive NTP is April 25, 2025. The bid must be reviewed and approved by both GDOT and the City.

Once the NTP has been issued a preconstruction conference will be held with, at a minimum, Sponsor, Contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager.

Normal workday for this project shall be 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will permit extended workdays and work weeks for this project upon written request. The contractor must provide a work plan for these extended times to be approved by the City. No work will be allowed on City holidays (a complete list can be found on the City's website).

The Contractor shall not install lane closures or perform work or move equipment or materials on the traveled way that interferes with traffic flow between the hours of 7:00 am to 9:00 am and 4:00 pm to 7:00 pm, Monday through Friday and 9:00 am to 1:00 pm on Sundays if weekend work is permitted.

Please refer to Special Provision 150 – Traffic Control for lane closure restrictions.

The Contractor shall be assessed liquidated damages in accordance with **Section 108—Prosecution and Progress, Subsection 108.08**, for any work not completed within the substantially complete time limit stated above.

The work specified for this project includes but not limited to placement of asphalt pavement, installation on storm drainage, traffic control, erosion control, grading, concrete forming and pouring, backfilling, grassing, and clean-up.

The work will require bidder to provide all labor, administrative forces, equipment, materials and other incidental items to complete all required work. The City shall perform a Final Inspection upon completion of all work. The Contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the Contractor at his expense prior to issuance of Final Acceptance.

TRAFFIC CONTROL

The Contractor shall, at all times, conduct his work as to assure the least possible obstruction to the citizens. Work staging and operations shall be conducted in a manner to minimize interference with traffic flow thru existing parking areas. The safety and convenience of the general public and the protection of persons and property shall be provided for by the Contractor as specified in the State of Georgia, Department of Transportation Standard Specifications Sections 104.05, 107.09 and 150.

The Contractor shall furnish, install and maintain all necessary and required barricades, signs and other traffic control devices in accordance with MUTCD and DOT specifications. Contractor shall take all necessary precautions for the protection of the workers and safety of the public.

All existing signs, markers and other traffic control devices removed or damaged during construction operations will be reinstalled or replaced at the Contractors expense. At no time will Contractor remove regulatory signing which may cause a hazard to the public. The Contractor shall, within 24 hours of paving place temporary pavement markings (paint or removable tape) to match intended pavement markings of the construction stage.

Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise approved by the City. The ingress and egress includes entrances and exits via driveways at various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment (including flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to insure that ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Contractor shall provide access to emergency vehicles and/or emergency personnel through or around the construction area.

All personnel, equipment, and materials required for installing and maintaining traffic control shall be the responsibility of the contractor.

Mandatory: Contractor shall furnish copies of traffic control certifications and a headshot photo of all personnel providing traffic control services during project. This requirement shall be furnished to the City at the project kick-off meeting.

Additional restrictions apply to Signal Work – See "Signal Installations/Upgrades" Section below.

PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Contractor shall submit Notice of Intent as primary permittee in order to obtain the appropriate NPDES permit as per plans.

MATERIALS

All materials will meet appropriate GDOT specifications. Materials quality control test types will meet GDOT specifications at a frequency equal to or exceeding that set by those specifications.

Contractor will be responsible for replacing any work performed with material from rejected sample lot at no cost to the City.

In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States. The only current exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these current exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

(a) Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

(b) A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **"Buy America Certificate of Compliance"** shall be provided to the LOCAL GOVERNMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the LOCAL GOVERNMENT for this certification shall include a signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

(c) The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater.

INVOICING

The Contractor shall invoice monthly for work satisfactorily completed. Invoices need to be sent to the City's hired CE&I firm and Project Construction Mangers for approval. The Contract Number shall be listed on all invoices. Appropriate backup documentation shall be provided with each invoice. This backup must include an Excel spreadsheet showing the original estimated quantity, previous quantities completed, and quantities completed for that Payment Application.

If Fulton County Water and Sewer Utilities are included in the project, the costs for those items must be presented as a separate sub-total or separate invoice.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

All information given in this ITB, shown on the plans and / or included in the supporting documentation concerning quantities, scope of work, existing GDOT conditions, etc. is for information purposes only. It is the Contractors' responsibility to inspect the project site to verify existing conditions prior to submitting their bid. No adjustment will be made to the bid for differing site conditions.

The City reserves the right to add, modify, or delete quantities. Contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. Contractor will not be entitled to an adjustment of unit price on an item which increased or decreased from the original plan quantity. All other work required by this ITB, plans, specs, standards, etc. but not specifically listed in the Bid Schedule shall be considered "incidental work". The bidder shall include the cost for all incidental work in their lump sum bid for Grading Complete. No adjustment will be made to the bid based on missing or inaccurate information.

No payment will be made for additional work without prior written approval from the City. At no time will Contractor proceed with work outside the prescribed scope of services for which additional payment will be requested without the written authorization of the City.

UTILITIES

Contractor shall be responsible for protecting all utilities and for coordinating any utility relocation necessary for the completion of the work.

All known utility facilities are shown schematically on highway plans and are not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on plans will not relieve the contractor of their responsibility under this requirement. "Existing utility facilities" means any utility that exists on the project in its original, relocated or newly installed position.

WATER AND SEWER REPLACEMENTS

Unless otherwise noted in the plan set, the contractor shall be responsible for adjusting to grade and/or replacing all existing Fulton County owned water and sewer structures that are impacted by the proposed project including, but not limited to, those shown on the 44-Series Plan Sheets.

Fulton County Technical Specifications shall be used for all adjustments and replacements of water and sewer facilities. Contractor or sub-contractor shall be on the Fulton County approved contractor list in order to complete this work.

All pipe fittings and accessories shall be included with the pipe (LF) price. No extra payment for traffic control and grading will be made. Those costs shall be included in the price bid for pipe installation.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the contract.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he/she shall restore, at his/her own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or she/he shall make good such damage or injury in an acceptable manner. The Contractor shall notify the City after damage occurs in a timely manner and coordinate with the City to determine how quickly repairs shall be made on a case by case basis based on the safety, utility, and cost of the resulting damage. The Contractor shall correct all disturbed areas before final acceptance.

Contractor will be responsible for ensuring adjacent parcel owners have access to their mailboxes. This includes relocating mailboxes temporarily and/or permanently, if necessary, at no additional cost to the City.

SURVEY

The Contractor will be responsible for all staking necessary to complete construction activities. All survey equipment, stakes and other materials needed, will be considered incidental to construction operations and no additional compensation will be provided. Electronic CAD files will be available to the winning bidder for information purposes only.

ESTABLISHING SURVEY CONTROL

The Contractor shall coordinate with the City of Johns Creek to reestablish and/or verify survey control prior to conducting any work activities for all highway projects greater than 500’ in length or with a construction contract value greater than $250,000. Cost of this task shall be included in Grading Complete.

RIGHTS AND USE OF MATERIAL

Materials excavated from the City owned right of way within the project limits become the property of the Contractor. The Contractor, at his/her discretion, may elect to incorporate any of the excavated material into his/her work provided and that it is suitable for the intended use. Materials identified to be removed and are unsuitable for the project will be removed from the site by the Contractor. All excavation, placement, hauling and grading of on-site material will be the Contractors responsibility.

GRADING COMPLETE

The Contractor shall be responsible for all grading work including all clearing, grubbing, hauling, grading, excavation, backfilling, and compaction tasks associated with the work. In addition to the above listed tasks, any costs associated with providing borrow material from a location not within the project limits will be the responsibility of the Contractor. Sub-grade excavation to required elevations, removal of excavated material if

necessary, sub-grade compaction, fine grading, and back-filling excavated area with suitable material will be the responsibility of the Contractor. Also included in this work will be the removal and hauling off of existing construction materials, trees and any other items necessary to complete the work.

Finished grade of disturbed areas will match and blend with the elevation, context, and material type of existing adjacent areas not disturbed by construction operations.

The Contractor is also responsible for maintaining drainage throughout the contract. This includes, but is not limited to any ditch grading and/or temporary pipes required to accomplish this.

The costs of any required shoring required to construct stormwater pipes within the provided right of way and/or easements at the depth shown in the plans shall be included in the cost of Grading Complete.

Tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

TREE PRESERVATION

The City desires to preserve as many specimen trees as possible within these projects. This means that trees are only to be removed if their trunks or a significant amount of their root system are within the limits of construction and/or will be impacted by other ancillary activities required during construction such as utility relocation.

For projects involving a trail or sidewalk, the City seeks opportunities to meander those features around existing trees if possible. Prior to any clearing activities, the Contractor shall meet with the City's assigned Construction Manager in the field and mark the trees outside of the limits of construction that shall be preserved. Prior to this meeting the Contractor shall have staked the easements and construction limits.

In addition to construction limits, factors such as agreed upon right of way stipulations and impacts due to utility relocations should also be considered when determining whether or not a tree can be preserved.

If indicated on the plans, tree save fence shall be installed and maintained by the contractor as indicated on the plans.

The bidder shall include the cost for all such work in the "Grading Complete" bid item.

EROSION/SEDIMENT CONTROL

It is the responsibility of the Contractor to follow all Federal, State and Local erosion and sediment control laws and specifications. This includes meeting all NPDES guidelines, obtaining any required permits, and submitting the Notice of Intent as needed to meet these guidelines

Erosion/Sediment Control measures shall be installed and maintained by the Contractor throughout the duration of the project. The Contractor is responsible for the removal and disposal, off project site, all installed temporary erosion/sediment control measures when affected areas have been restored to a level where vegetative coverings will minimize erosion.

The Contractor shall coordinate with the City to have the 7-Day Inspection performed by the engineer.

Contractor shall install and maintain erosion control BMP's per the plans unless directed otherwise by the City.

GRASSING

Contractor will be responsible for grassing installed shoulders and all other disturbed areas. This work shall consist of ground preparation, furnishing and planting, seeding (including the cost of the seed), fertilizing, sprigging, mulching and watering of all areas disturbed due to construction operations. This work will comply with GDOT Section 700 – "Grassing." Finished grade of disturbed areas will match and blend with adjacent areas not disturbed by construction operations. The type of grass to be used shall match the established grass on the adjacent property or as noted on any Right of Way Plans or property stipulations.

In the event that areas are damaged prior to final project acceptance, the Contractor will repair or replace as necessary.

SIGNAL INSTALLATIONS/UPGRADES

Prior to any work commencing, the Contractor shall have all existing Traffic Fiber facilities located and marked in the field. The Contractor shall compensate the City for the cost of any repairs to marked facilities. Those repairs will be made by a qualified company of their choosing.

New installation or relocation shall be coordinated with the City's Traffic Services Division prior to initiating work, including, but not limited to, underground wiring and/or fiber and any traffic signal equipment.

Signal installation and upgrades for this project are to be paid using a lump sum cost. Pricing to include all items required to install the intended design, including but not limited to, pedestrian poles, pushbuttons, pull boxes, conduit, traffic control and splicing.

Contractor to repair and install conduit connections to existing traffic cabinet as required.

Contractor to adjust the orientation of existing pedestrian signal heads to align with proposed heads, as required.

Contractor shall give the Johns Creek Police Department the first right of refusal to provide traffic control as required for all signal work. If JCPD is not available, the Contractor shall hire alternate Fulton County Police with approval from the City of Johns Creek.

CITY FIBER

They City owns and maintains a traffic fiber network.

The Contractor is responsible for relocating and/or installing any fiber shown on the plans.

COORDINATION

The Contractor shall keep the City updated on the construction schedule, daily work plans and any challenges, setbacks in a timely manner. The Contractor shall provide advance notice to the City for activities that are expected to required lane or road closures, impact access to/from a driveway, and/or impact school-related activities.

Once Notice to Proceed has been provided, the Contractor shall establish a work schedule that includes, but not limited to clearing/grubbing, utility relocations, paving, and/or concrete work.

An updated schedule shall be included with each payment application/invoice.

PREPARATION OF SUBGRADE

This work shall consist of constructing the sub-grade for the Concrete Sidewalk, Curb & Gutter and Graded Aggregate Base such that the finished line and grade will conform to the line and grade as shown on the plan or as directed by City. The subgrade will be compacted to a degree such that no noticeable deflection is apparent. Removal of unsuitable material and replacement with suitable material is the responsibility of the Contractor. The City staff will verify line, grade, and compaction prior to placement of any Concrete Sidewalk, Curb & Gutter and Graded Aggregate Base Contractor will not proceed without approval of the subgrade compaction by City.

CONCRETE SIDEWALK

The Contractor shall construct 4" and/or 6" depth Portland Cement Concrete sidewalks as stated in the plans, in accordance with the typical section.

Where space does not allow for a two-foot setback or where immovable objects restrict the width or location of the sidewalk, the contractor shall seek approval by the City prior to making adjustments in regard to the sidewalk width and/or location. Curb cut ramps shall be located at all intersections and driveways in accordance with GDOT and ADA requirements.

In addition, ADA compliant detectable warning surfaces shall be used at the toe of the ramps. Curb cut ramps and detectable warning surfaces are incidental to the cost for the Portland cement concrete sidewalks.

The detectable warning surfaces shall be the yellow fiberglass insert type and shall be at a minimum 2' x 4' in size. The detectable warning surfaces shall be considered incidental and no separate payment will be made. Also, the proposed sidewalk shall tie to the existing driveways in accordance with GDOT and ADA requirements. ADA ramps will be paid for at the contract unit price per SDY for sidewalk.

This work shall consist of supplying, transporting, forming, placing, finishing, and curing Portland Cement Concrete as sidewalks at locations specified in this ITB. Concrete shall conform to the minimum requirements for Class "B" as specified by GDOT. Concrete shall be placed only when the air temperature is 40 degrees Fahrenheit and rising. Concrete will be protected from freezing for the first 24 hours. Appropriate levels of care will be employed by contractor to restrict public access to uncured concrete. Concrete will be broom finished, edged, and jointed.

Concrete sidewalk construction will be performed in accordance with current GDOT specifications. Wherever sidewalks meander from the adjacent roadway, the contractor shall ensure that they follow all ADA guidelines, including, but not limited to the maximum grade requirement of 5%, and ensure that positive drainage flow is achieve. For any such locations of meandering sidewalks, it is the intent of the City to minimize tree removal, impacts to existing features, and/or required grading while meeting ADA requirements. Prior to tree removal and construction activities within such sections of the sidewalk, the contractor shall coordinate in the field with COJC as needed to establish a final trail and grading plan. This coordination process will establish which trees will be permitted to be removed for the project.

CONCRETE CURB AND GUTTER

The curb and gutter shall be installed in a manner to provide a uniform, standard curb and gutter section. It shall be installed to provide a straight and consistent-width gutter. It shall tie in to any surrounding existing curb and gutter in a smooth manner, without kinks.

Where the existing asphalt edge is not smooth, the Contractor shall saw cut the existing edge of pavement prior to forming and pouring the concrete. This work is incidental and no separate payment will be made to saw-cut the asphalt.

The concrete for the specified curb and gutter shall be formed to the standard width specified in the plans. Should a gap between the asphalt and the newly formed curb and gutter exist due to saw-cutting and/or existing conditions, the following procedures shall be followed:
Case 1 - Full Depth or Mill/Overlay Projects: For projects that involve asphalt/lane work, follow detail for Class "B" Concrete Widening
Case 2 – No Asphalt Work: For projects that do not include asphalt/lane work, the Contractor shall fill in the gap up to the existing surface course using concrete that has been dyed black.

Payment for this concrete will be made using 999-9999 GAP CONCRETE – BLACK (CY).

DRIVEWAYS

The contractor is responsible for ensuring that all driveways are constructed to avoid uncomfortable or hazardous conditions for drivers entering or exiting. This includes, but is not limited to, issues such as blind spots and vehicles scraping or bottoming out. The contractor must evaluate the site for such conditions and make any necessary grading adjustments prior to the installation of concrete or asphalt. The contractor shall be responsible for correcting any driveways that are found to be deficient at no additional cost to the City.

ASPHALT CONCRETE PAVEMENT

The plant mix materials from which the asphaltic pavement is manufactured and the plant at which it is manufactured shall meet the requirements of the State of Georgia Department of Transportation (GDOT), Standard specifications, Articles 820; 802; 883; 831; 828; and 882.

Load tickets that meet Georgia Department of Transportation Specifications must accompany all delivered materials. The Contractor must supply copies of all asphalt tickets to the City.

Refer to the typical sections for asphalt depths.

THERMOPLASTIC/PREFORMED PLASTIC PAVEMENT MARKINGS

This work shall consist of placement of Thermoplastic Pavement Markings on the asphalt pavement sections and Preformed Plastic Markings with black contrast on the bridge. Final (thermoplastic and preformed plastic) pavement markings shall be placed at least 20 calendar days but no more than 60 calendar days after placement of final asphalt lift. Final pedestrian crosswalk markings shall adhere to the latest standards. Pavement marking materials shall meet GDOT standard specifications and be on the qualified products list.

Unless an exception is made in writing, Contractor shall lay out all striping using temporary marking methods. They shall then receive confirmation from the City or their representative that the markings are laid out per the intended design prior to installation of final markings. This work will be considered incidental and should be included in the lump sum bid for Traffic Control.

The 20-day wait period for installing final thermoplastic striping will not count against the available calendar days as long as all other work is complete, including temporary centerline striping, and the road has been re-opened.

Existing striping shall be removed by a City approved method. Depending on field conditions, methods may include:

1. Blasting for temporary and painted striping
2. Grinding for thermoplastic striping. The Contractor shall use a surface treatment for eradication by grinding to ensure and even look and feel to the roadway, if needed.

SAFETY

Beginning with mobilization and ending with acceptance of work, the Contractor shall be responsible for providing a clean and safe work environment at the project site. The Contractor shall comply with all OSHA regulations as they pertain to this project.

CLEANUP

All restoration and clean-up work shall be performed daily. Operations shall be suspended if the Contractor fails to accomplish restoration and clean-up within an acceptable period of time. Failure to perform cleanup activities may result in suspension of the work.

Contractor shall be responsible for clearing any construction debris from usable shoulders in a timely manner so as not to become a hazard.

Project Specific Specifications

1. Bridge Parapet Finishing:
   The bridge parapets shall be finished with a stone facing (side facing the road only) and capped, as shown on the Tennessee Stackstone Detail in the 05-series of the plans.

2. Raised Median Concrete:
   All raised medians shall be constructed using stamped and colored concrete. For additional details, refer to Special Provision 441.

3. Bridge Closure and Detour:
   A bridge closure and offsite detour will be necessary to complete the bridge construction. The duration of the closure and detour shall be limited to a maximum of 180 calendar days. The City intends to utilize the summer break of Fulton County Schools to maximize the construction timeline. Accordingly, efforts must be made to begin the bridge detour immediately after the Memorial Day Holiday (May 26, 2025), whenever possible.

4. Guardrail Installation and Painting:
   The project includes the installation of guardrails, which must be painted. For additional details, refer to Special Provision 641.

5. On-the-Job Training (OJT):
   As per Section 158-1000, the contractor must submit payment for On-the-Job Training (OJT) at the rate of $0.80 per hour.

ATTACHMENTS

- Bridge Foundation Investigation (BFI)
- Soil Survey – Not Included - a Soil Survey was *not* conducted for this project.
- Utility Adjustment Schedule (UAS)
- Construction Plans
- Earthwork Calculations
- Environmental Certification Table (aka Green Sheet)
- Special Provisions – Roadway and Bridge
- Fulton County Specifications
- CAD Files (email purchasing@johnscreekga.gov for access)

RIGHT OF WAY PARCEL STIPULATIONS

The following Parcel Stipulations negotiated during the Right of Way Acquisition process shall be addressed by the contractor. No additional payment shall be made for these actions unless a material quantity is provided in the bid schedule.

Parcel #1

Two pine trees located at STA 102+75 LT and STA 103+00 LT shall be removed by the contractor. This cost shall be included in Grading Complete pay item.

Parcel #6

The contractor shall install seven 30-gallon green giant arborvitaes along the back edge of the driveway easement at STA 107+80 LT. Final locations for the seven trees shall be coordinated with the Parcel #6 owner prior to installation. A Pay Item has been included.

Parcel #7

The contractor shall install the proposed 14’ paved driveway at STA 107+25 to tie into the existing driveway to the barn on Parcel #7.

Parcel #8

The contractor shall install the proposed 14’ paved driveway at STA 109+25 to tie into the existing driveway near STA 110+25. The existing center area of the driveway loop shall be reduced in size to accommodate the proposed paved driveway, and the proposed driveway shall avoid any large growth trees.

REQUIRED BONDS

5% Bid Bond (Contract value).
100% Payment Bond (Contract value).
100% Performance Bond (Contract value)

26.0 Notice to Contractors Compliance with Title VI of the Civil Rights Act 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 infonna6on, 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.

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

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

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

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

GOALS FOR FEMALE PARTICIPATION

APPENDIX A
(43 FR 19473)

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of $10,000. The goals ire 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.

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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.

State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC…….. GA Columbia; GA Richmond; SC Aiken;	27.2
Non-SMSA Counties……. GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln; GA McDuffie; GA Talleferro; GA Warren; GA Wilkes; SC Allendale; SC Bamburg; SC Barnwell; SC Edgefield; SC McCormick;	32.-8
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA …… GA Butts; GA Cherokee; GA Clayton; GA Cobb; GA DeKalb; GA Douglas; GA Fayette; GA Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA Newton; GA Paulding; GA Rockdale; GA Walton	21.2
Non-SMSA Counties…….. GA Banks; GA Barrow; GA 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 Pickins; GA Pike; GA Polk; GA Rabun; GA Spalding; GA Stephens; GA Towns; GA Upson; GA White	19.5
037 Columbus, GA: SMSA	
Counties:	
1800 Columbus, GA-AL…….. Al Russell; GA Chattahoochee; GA Columbus	29.6

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

038 MACON. GA SMSA
Counties:
4680 Macon, GA…….. 27.5
GA Bibb; GA Houston: GA Jones; GA Twiggs
Non-SMSA Counties ……. 31.7
GA Baldwin: GA Bleckley: Crawford; GA Crisp;
GA Dodge; GA Dooly; GA Hancock: GA Johnson;
GA Laurens: GA Macon; GA Monroe; GA Peach;
GA Pulaski; GA Putnam; GA Taylor; GA Telfair;
GA Treutlan; GA Washington; GA Wheeler;
GA Wilcox; GA Wilkinson

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

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

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

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

28.0 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 therefor, 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).

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
29.0 DISADVANTAGED BUSINESS ENTERPRISE
CRITERIA FOR ACCEPTABILITY

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

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal 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 projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage, cumulatively amounting but not limited to 2 percent in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

DBE 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 to facilitate the participation of DBEs.

(B) Providing assistance to DBEs in overcoming barriers such as the inability obtaining 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. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

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

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive.

Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBEs participants in responding to a solicitation.

(4) (a) Negotiating in good faith with interested DBEs. Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available

DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non solicitation of bids in the Contractor's efforts to meet the project goal.

(6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.

(7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

(B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract. If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation.

Prime Contractor shall report race-neutral participation in accordance with the DBE Quarterly Report requirements shown in this document.

To be eligible for award of this contract,

All bidders will be required to submit the following information to the

Department by the close of business on the 3rd working day following opening of the bid as a matter of
bidder responsibility.

(1) The names and addresses of DBE firms committed to participate in the Contract;

(2) A description of the work each DBE will perform;

(3) The dollar amount of the participation of each DBE firm participating;

(4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;

(5) Written confirmation from the DBE committed to 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 proposal participation. Payment to the
Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the
Department. Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

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

(1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

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

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

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

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

(1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.

(i) "Black Americans," which includes persons having origins, in any of the Black racial groups of

Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican,

Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos,

Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan,

Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia,

Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands

(Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga,

Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan,

Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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

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

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

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

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

Failure to Achieve Requirements: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract.

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

(A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.

(C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

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

(2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the

work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.

(5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are administratively appealable to the US DOT.

(D) The following factors are to be used in determining whether a DBE trucking company is performing a

commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on

the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner/operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.

(5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

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

Leased trucks must display the name and identification number of the DBE.

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

(1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question. (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2).**

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

(4) Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.

(5) No participation will be counted not in compliance with Special Provision entitled "Criteria for

Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

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

REPORTS

A: The contractor shall submit a "DBE Participation Report" on this contract 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 with 30 calendar days following the end of the quarter may cause payment to the contractor to be withheld.
7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the project engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Quarterly Participation

Reports. This information shall be required quarterly and submitted with the DBE Quarterly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

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

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

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

INSTRUCTIONS TO CONTRACTOR
DBE PARTICIPATION REPORT

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract. 4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. CONTRACT $ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
11. PERCENT $ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE $ AMOUNT – This the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contact should be shown as the subcontract amount.
16. OWNER / OPERATOR (0) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.

19. **RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions. Race Neutral Definition:**
    - **No goal on project and Prime subcontracts to a DBE - Race Neutral (% of work)**
    - **Prime contractor exceeds goal on a project – Race Neutral (after fulfilling original goal)**

- **and DBE wins the Prime Contract (w Goal) – Race Neutral (unless they sub out too much work)**

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

GENERAL INFORMATION

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

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

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

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

The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy. If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.

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

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

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

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

FOR DEPARTMENTAL USE ONLY:

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

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

Print Form

Revised 07/10

Note: Please select the appropriate participation report for the drop down menu below

REPORT SUBMISSION DATE: _____

PROJECT NO. (S) _____

COUNTY: _____

CONTRACT ID#: _____

CONTRACTOR: _____

REPORT #: _____

DATE WORK BEGAN: _____ DBE REQUIRED %: _____

CONTRACT $ AMOUNT: _____ % DOLLAR COMPLETE: _____

DBE $ AMOUNT: _____ % PROJECT COMPLETE: _____

JANUARY 31	☐	JULY 31	☐
FEBRUARY 28	☐	AUGUST 31	☐
MARCH 31	☐	**SEPTEMBER 30**	☐
APRIL 30	☐	OCTOBER 31	☐
MAY 31	☐	NOVEMBER 30	☐
JUNE 30	☐	**DECEMBER 31**	☐

S=SUPPLIER | ***O***=OWNER/OPERATOR | ***SC***=SUBCONTRACTOR | ***SAR***=SUBCONTRACTOR AGGREEMENT RECEIVED | ***RN***=RACE NEUTRAL | ***RC***=RACE CONSCIOUS

APPROVED DBE						VENDOR ID	DESCRIPTION OF WORK		
S	O	SC	SAR	RN	RC	ORIG. SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	PAYMENTS TO DATE
01.									
☐	☐	☐	☐	☐	☐				
02.									
☐	☐	☐	☐	☐	☐				
03.									
☐	☐	☐	☐	☐	☐				
04.									
☐	☐	☐	☐	☐	☐				
05.									
☐	☐	☐	☐	☐	☐				
CURRENT COLUMN TOTALS									

% PAID TO DATE _____ %

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

PRINT NAME: _____

SIGNATURE: _____
(MANDATORY)
CONTRACTOR

FOR DEPARTMENTAL USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____ _____
TITLE

SIGNATURE: _____
(MANDATORY)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____ _____
TITLE

SIGNATURE: _____
(MANDATORY)

Submit Form Via Email

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

30.0 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NON-DISCRIMINATION

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

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

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every

good faith effort to provide equal opportunity with respect to all of its terms and conditions of

employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and

then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer,

covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the

contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to

employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment

through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the

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

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

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee

facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence

of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full

journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the

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

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

requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and

women and will encourage eligible employees to apply for such training and promotion.

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed

toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that

such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the

extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set

forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this
contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration
of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported

on *Form FHWA-1391*. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway.

This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers

or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers,

which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the

classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy

of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part

shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the

Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department

of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible.

Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and
"voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled
"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (*https://www.epls.gov/*), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (*https://www.epls.gov/*), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the sub-region, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

"General Decision Number: GA20250307 02/07/2025

Superseded General Decision Number: GA20240307

State: Georgia

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Fulton County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

ASBE0048-003 04/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 32.25	18.51

CARP1263-001 10/01/2023

	Rates	Fringes
MILLWRIGHT	$ 31.58	17.05

ELEC0613-004 09/02/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring)	$ 34.50	32%

ELEC0613-005 09/02/2023

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring)	$ 34.50	32%

ENGI0926-004 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe	$ 28.00	12.03

ENGI0926-005 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane	$ 34.66	13.83

ENGI0926-006 08/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Forklift	$ 31.65	15.03

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* IRON0387-002 01/28/2025

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 32.00	15.05
IRONWORKER, STRUCTURAL	$ 32.00	15.05

PLUM0072-003 08/01/2024

	Rates	Fringes
PIPEFITTER		
(Excluding HVAC Pipe and Unit Installation)	$ 39.13	13.31
(HVAC Pipe Installation Only)	$ 31.68	13.31
(HVAC Unit Installation Only)	$ 39.13	13.31
PLUMBER	$ 39.13	13.31

SHEE0085-022 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation)	$ 34.58	16.49
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 35.21	17.72

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* UAVG-GA-0001 01/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING	$ 31.31	17.68

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* SUGA2017-022 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only)	$ 18.02	0.00
CARPENTER, Excludes Form Work	$ 17.48 **	0.00
CEMENT MASON/CONCRETE FINISHER	$ 10.00 **	0.00
GLAZIER	$ 22.31	7.69

INSTALLER - GUARDRAIL	$ 20.00	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 15.69 **	0.00
LABORER: Common or General	$ 14.57 **	0.00
LABORER: Pipelayer	$ 12.55 **	1.90
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 20.24	0.00
OPERATOR: Bulldozer	$ 15.23 **	0.00
OPERATOR: Grader/Blade	$ 16.80 **	0.00
OPERATOR: Loader	$ 21.32	0.00
OPERATOR: Roller	$ 16.82 **	1.19
PAINTER (Brush and Roller)	$ 16.14 **	0.00
PAINTER: Spray	$ 16.29 **	0.00

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

31.0 Cargo Preference Act (46 CFR Part 381)

§381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in §381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

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

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of
Market Development, Maritime Administration, Washington, DC 20590."

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

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United
States or within 30 working days following the date of loading for shipments originating outside the United
States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each

shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

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

32.0 OTHER REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

First Use 2021 Specifications: April 16, 2021

SPECIAL PROVISION

PROMPT PAYMENT

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

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

All subcontract agreements shall contain this requirement.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

BUY AMERICA

November 18, 2022

All iron, steel, coatings and construction materials permanently incorporated into this project must be produced in the United States of America.

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

However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

Construction materials shall include an article, material, or supply that is or consists primarily of:

- of non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Construction materials do not include iron and steel; manufactured products; cement and cementitious materials; aggregate such as stone, sand, or gravel; or aggregate binding agents or additives.

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

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

CONVICT PRODUCED MATERIALS

April 16, 2021

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

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,

2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

33.0 Commercially Useful Function Form

EEO6/27/2014

CUF Inspection Form Instructions

The form does not and is not intended to document every possible CUF consideration. CUF is recognized during the normal course of inspecting the DBE's work on the project. The form merely records that CUF was inspected for the benefit of the record, and provides evidence to FHWA that CUF is being reviewed. It is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. GDOT, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the Department.

I. Preconstruction Meetings:

Remind the Prime contractor/s about the DBE goal and the contract requirements. Briefly go through the list of DBEs in the contract and what they will be performing. Remind the contractor about their CUF responsibilities identified in the Contract – Special Provision "Criteria for Acceptability". DBEs must perform a commercially useful function by actually performing, managing, and supervising the work involved. Credit toward the goal must not be reported on the monthly report unless the DBE is serving a CUF. You may ask the prime at this time if they have a CUF Process. If they say no, EEO will provide them guidance prior to the DBEs beginning work. Remind the Contractor, the Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

II. Construction phase:

Be familiar with the Contractors progress schedule. When will the DBEs begin work and on what items. The Prime contractor must not do the work of the DBE without the Engineers approval. Make certain the Prime gets a subcontract approval prior to the DBE begins work. And obtain a physical copy of the subcontract or supply agreement.

III. Reviewing the Subcontract:

The physical subcontract must be specific as to the work the DBE will perform. If the subcontract states: *furnish and install,* the expectation should be that the DBE will pay for the materials. If the subcontract merely states the DBE will *Install, haul, or perform the work,* the Prime may have made arrangements to supply the materials themselves.

IV. DBE begins work—CUF Form

Begin the inspection by interviewing the Prime. Section A of the form. The intent is to establish that the contractor is aware of their responsibilities. Sections B through F are observations made during the normal course of inspecting the DBEs work.

Document a minimum of one review for each DBE for each project with a DBE goal. File the completed form in the official project records with the applicable DBE report. If your project is audited by a State or Federal agency, the expectation will be that each DBE that has worked on the project has had at least one documented CUF inspection.

The review should be started when the DBE first begins work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the project. Use the CUF form to document any further noted concerns or inconsistencies.

Contact the District EEO Officer if you believe a DBE may not be performing a Commercially Useful Function (CUF), or if you have any questions related to the program. This form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process through the life of the project. Training is available online to aide in identifying fronts, scams, and pass-through schemes.

FHWA Tips on Evaluating a Commercially Useful Function

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

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

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

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

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

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

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

Normal Industry Practice

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

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

Monitoring

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

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

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

DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.
While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

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

the other three types of work categories.

MANAGEMENT

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical documentation to evaluate:

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

WORKFORCE

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

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

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

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

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

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

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

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

Red Flags

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

- Materials for the DBE are ordered, or paid for, by the prime contractor;
- Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- Materials are delivered to the jobsite by a party separate from the DBE;

- Payment for materials is deducted by the prime contractor from payments to the DBE for work performed; A DBE prime contractor only purchases materials while performing little or no work.

Typical CUF questions could include:

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

Typical Documentation to evaluate:

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

PERFORMANCE

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

Red Flags

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

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

- Written contract
- Daily inspection reports or project diaries

DBE TRUCKING FIRMS

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

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

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

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

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

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

Typical CUF questions could include:

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

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

DBE REGULAR DEALERS

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

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

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

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

Typical CUF questions could include:

- Does the regular dealer have an established storage facility and inventory?
- Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- Does the business stock the product for use on the project as a normal stock item?

- Who is delivering and unloading the material?
- Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- For bulk items, where does the material come from? Does the DBE have a distribution agreement?

- Purchase Orders
- Invoices
- Delivery Tickets

DBE MANUFACTURERS

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

Typical CUF questions could include:

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

Typical Documents to evaluate:

- Purchase orders
- Bill of lading
- Shipping tickets

Sanctions for Compliance and Enforcement

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

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

Some questions that could be part of an evaluation procedure:

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

List of Typical Documentation to Collect:

- Executed contracts

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

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

CUF & Certification

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

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

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

COMMERCIALLY USEFUL FUNCTION CHECKLIST

Project Name and Number: _____

Prime Contractor: _____

DBE Firm's Name: _____

Type of Operation

- ❑ Contractor ☐ Trucker ☐ Manufacturer
- ❑ Regular Dealer

Date Contract/Subcontract/Agreement Approved: _____

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

Date of review:

Describe the type of work observed: _____

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

1. Management:
   a. Is there a legal contract executed by the DBE to perform a distinct element of work?
      ❒ Yes ☐ No

   b. Name of the on-site representative: ___

   c. On-site representative reports to: _____

   d. Has the on-site representative been identified as an employee of the DBE?
      ❒ Yes ☐ No

   e. Has this individual ever appeared on any other contractor's payroll?
      ❒ Yes ☐ No

   f. Does the DBE on-site representative effectively manage the job without interference from any other non-DBE contractor?
      ❒ Yes ☐ No

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

h. Has the DBE owner been present on the jobsite?
❒ Yes ☐ No

i. Does the DBE appear to have control over methods of work on its contract items?
❒ Yes ☐ No

j. Is the DBE maintaining its own payroll?
❒ Yes ☐ No

k. Who prepares the DBEs certified payroll? ___

l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?
❒ Yes ☐ No

m. Did the DBE subcontract any items or portions of the work to any other firm?
☐ Yes ☐ No
If yes, what % was subcontracted? _____%
Name of the firm_____

2. Equipment

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

b. Does the equipment have the DBE's markings or emblems?
❒ Yes ☐ No
If another firm's markings are discernible, note the name: _____

c. Is the DBE's equipment?
❒ Owned ☐ Leased from _____

d. If leased, is there a formal agreement identifying the terms and parties?
❒ Yes ☐ No

e. Is the equipment under the direct supervision of the DBE?
❒ Yes ☐ No

f. Is the operator of the leased equipment the DBE's employee?
❒ Yes ☐ No
If not the DBE's, whose employee is he/she? _____

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

❒ Yes ☐ No

3. Workforce:

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

   _____
   _____
   _____

   b. Has any of this crew ever shown up on any other contractors' payroll?
      ❒ Yes ☐ No
   c. Does the DBE's workforce know who they work for?

      ❒ Yes ☐ No

4. Materials:

   a. Is the DBE contracted to furnish and install a contract item?
      ☐ Yes ☐ No

   b. Is the quality and quantity of the materials controlled by the DBE?
      ❒ Yes ☐ No

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

_____

   d. Who makes arrangements for delivery of materials?___

   e. Material Invoices made out to:_____

   f. Who scheduled delivery of materials?_____

   g. In whose name area materials shipped?_____

   h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?
      ❒ Yes ☐ No

5. Performance:

   a. Does the DBE appear to have control over methods of work on its contract items?
      ❒ Yes ☐ No

   b. Has any other contractor performed any amount of work specified in the DBE contract?
      ❒ Yes ☐ No

6. Other Work categories:

Truckers:

a. Are DBE trucks present on the job site? □ Yes □ No
Are they □ Owned □ Leased from _____

If leased, is there a formal agreement identifying the terms and parties?
□ Yes □ No

b. Are the rates appropriate?
❒ Yes □ No

c. Is there an approved subcontract or written agreement?
❒ Yes □ No
Who are the parties? _____

d. Are DBE employees shown on the certified payroll?
❒ Yes □ No

Regular Dealers:

a. Does the regular dealer have an established storage facility and inventory?
❒ Yes □ No

b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?
❒ Yes □ No

c. Does the business stock the product being supplied as a normal stock item?
❒ Yes □ No

d. Is the quantity and quality of the materials controlled by the DBE?
❒ Yes □ No

e. In whose name are the materials shipped? ____

f. Who is delivering and unloading the material? _____

g. Is the distribution equipment used in delivering the product the DBE's?
❒ Yes □ No
If so, is it: □ Owned □ Leased

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

❒ Yes □ No

7. Manufacturer

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

❒ Yes ☐ No

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

❒ Yes ☐ No

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

❒ Yes ☐ No

General Notes:

COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW *(CONSTRUCTION PROJECTS)*

GDOT EEO 5/2014

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

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

Project Number: County: Prime Contractor:	GDOT Reviewer: Reviewer's Title: Review Date:

DBE Name:

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

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

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

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

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

CUF DETERMINANTS

PERFORMING

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

RED FLAGS

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

RECORDS/DOCUMENTS

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

MATERIALS (For material credit)

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

RED FLAGS

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

RECORDS/DOCUMENTS

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

SUPERVISING

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

RED FLAGS

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

RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent

EXHIBIT B.

COST PROPOSAL

CITY OF JOHNS CREEK, GEORGIA
Buice Road Bridge Replacement over Johns Creek (PI0017830 CS111)
ITB 25-072

COST PROPOSAL

Construction				Georgia Bridge and Concrete	
ROADWAY (1)				**ROADWAY (1)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
150-1000	TRAFFIC CONTROL - - 0017830	Lump-Sum	1	$60,000.00	$60,000.00
153-1300	FIELD ENGINEERS OFFICE TP 3	Each	1	$34,000.00	$34,000.00
156-0100	GPS DATA COLLECTION AND SUBMITTAL	Lump-Sum	1	$10,000.00	$10,000.00
210-0100	GRADING COMPLETE - - 0017830	Lump-Sum	1	$980,000.00	$980,000.00
433-1100	REINF CONC APPROACH SLAB, INCL CURB	Square Yard	178	$325.00	$57,850.00
441-0104	CONC SIDEWALK, 4 IN	Square Yard	440	$60.00	$26,400.00
441-0106	CONC SIDEWALK, 6 IN	Square Yard	1350	$74.00	$99,900.00
441-0108	CONC SIDEWALK, 8 IN	Square Yard	80	$265.00	$21,200.00
441-0748	CONCRETE MEDIAN, 6 IN	Square Yard	80	$110.00	$8,800.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	Linear Foot/Feet	2080	$29.00	$60,320.00
610-0306	REM METAL GATE - - 4'x16'	Each	1	$2,500.00	$2,500.00
611-4997	RESET METAL GATE - - 4'x16'	Each	1	$2,500.00	$2,500.00
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	Each	2	$12,500.00	$25,000.00
634-1200	RIGHT OF WAY MARKERS	Each	25	$320.00	$8,000.00
641-1100	GUARDRAIL, TP T	Linear Foot/Feet	240	$65.00	$15,600.00
641-1200	GUARDRAIL, TP W	Linear Foot/Feet	590	$25.00	$14,750.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	Each	3	$2,100.00	$6,300.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	Each	3	$3,400.00	$10,200.00
607-3000	STONE FACING	Square Foot/Feet	1500	$55.00	$82,500.00
				Group Total : $ 1,525,820.00	

				Georgia Bridge and Concrete	
PAVEMENT (2)				**PAVEMENT (2)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
310-1101	GR AGGR BASE CRS, INCL MATL	Ton	1650	$38.00	$62,700.00
318-3000	AGGR SURF CRS	Ton	260	$36.00	$9,360.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	Ton	200	$195.00	$39,000.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	Ton	500	$160.00	$80,000.00
402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	Ton	400	$163.00	$65,200.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	Ton	280	$168.00	$47,040.00
413-0750	TACK COAT	Gallon	620	$5.00	$3,100.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	Square Yard	1400	$10.00	$14,000.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	Square Yard	310	$87.00	$26,970.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK	Square Yard	30	$118.00	$3,540.00
441-4020	CONC VALLEY GUTTER, 6 IN	Square Yard	220	$104.00	$22,880.00
441-4030	CONC VALLEY GUTTER, 8 IN	Square Yard	40	$120.00	$4,800.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	Linear Foot/Feet	230	$13.00	$2,990.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	Cubic Yard	10	$470.00	$4,700.00
				Group Total : $ 386,280.00	

				Georgia Bridge and Concrete	
DRAINAGE (3)				**DRAINAGE (3)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	Linear Foot/Feet	144	$60.00	$8,640.00
550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	Each	8	$1,250.00	$10,000.00
550-4224	FLARED END SECTION 24 IN, STORM DRAIN	Each	1	$1,400.00	$1,400.00
550-4242	FLARED END SECTION 42 IN, STORM DRAIN	Each	1	$3,200.00	$3,200.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	Linear Foot/Feet	580	$62.00	$35,960.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	Linear Foot/Feet	480	$85.00	$40,800.00
550-5420	STORM DRAIN PIPE, 42 IN, CLASS III	Linear Foot/Feet	440	$177.00	$77,880.00
550-9000	VIDEO INSPECTION	Linear Foot/Feet	320	$7.00	$2,240.00
573-2006	UNDDR PIPE INCL DRAINAGE AGGR, 6 IN	Linear Foot/Feet	100	$25.00	$2,500.00
611-3000	RECONSTR CATCH BASIN, GROUP 1	Each	1	$7,000.00	$7,000.00
611-8000	ADJUST CATCH BASIN TO GRADE	Each	1	$4,500.00	$4,500.00
668-1100	CATCH BASIN, GP 1	Each	16	$7,200.00	$115,200.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	Linear Foot/Feet	8	$375.00	$3,000.00
668-4300	STORM SEWER MANHOLE, TP 1	Each	4	$7,000.00	$28,000.00
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	Linear Foot/Feet	12	$375.00	$4,500.00
				Group Total : $ 344,820.00	

				Georgia Bridge and Concrete	
TEMPORARY EROSION CONTROL (4)				**TEMP. EROSION CONTROL (4)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
163-0232	TEMPORARY GRASSING	Acre	1	$1,500.00	$1,500.00

163-0240	MULCH	Ton	50	$50.00	$2,500.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	Each	2	$3,500.00	$7,000.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	Each	4	$950.00	$3,800.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	Linear Foot/Feet	480	$11.00	$5,280.00
163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	Each	1	$1,600.00	$1,600.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	Each	20	$220.00	$4,400.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	Linear Foot/Feet	2000	$0.01	$20.00
165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	Linear Foot/Feet	480	$0.01	$4.80
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	Each	4	$100.00	$400.00
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	Each	2	$100.00	$200.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	Each	20	$10.00	$200.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	Each	1	$100.00	$100.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	Each	1	$100.00	$100.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	Each	3	$100.00	$300.00
171-0030	TEMPORARY SILT FENCE, TYPE C	Linear Foot/Feet	4000	$6.00	$24,000.00
603-2018	STN DUMPED RIP RAP, TP 1, 18 IN	Square Yard	1150	$83.00	$95,450.00
603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	Square Yard	250	$60.00	$15,000.00
603-7000	PLASTIC FILTER FABRIC	Square Yard	1400	$8.00	$11,200.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	Linear Foot/Feet	450	$5.00	$2,250.00
700-9300	SOD	Square Yard	6200	$10.00	$62,000.00
167-1500	WATER QUALITY INSPECTIONS	Month	12	$2,200.00	$26,400.00
				Group Total :	**$ 263,704.80**

Georgia Bridge and Concrete

PERMANENT EROSION CONTROL (5)				PERM EROSION CONTROL(5)	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
700-7000	AGRICULTURAL LIME	Ton	4	$100.00	$400.00
700-8000	FERTILIZER MIXED GRADE	Ton	2	$3,000.00	$6,000.00
700-8100	FERTILIZER NITROGEN CONTENT	Pound	100	$2.00	$200.00
713-0400	COCONUT FIBER BLANKET, SLOPES	Square Yard	120	$2.00	$240.00
716-2000	EROSION CONTROL MATS, SLOPES	Square Yard	1600	$1.50	$2,400.00
				Group Total :	**$ 9,240.00**

Georgia Bridge and Concrete

SIGNING (6)				SIGNING (6)	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
150-0008	REMOVE AND RESET EXISTING SPCL GUIDE SIGN, GROUND MOUNTED, COMPLETE- IN-PLACE	Each	1	$1,100.00	$1,100.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	Square Foot/Feet	85	$20.00	$1,700.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	Square Foot/Feet	35	$22.00	$770.00
636-2070	GALV STEEL POSTS, TP 7	Linear Foot/Feet	110	$22.00	$2,420.00
636-2080	GALV STEEL POSTS, TP 8	Linear Foot/Feet	120	$24.00	$2,880.00
636-3010	GROUND-MOUNTED BREAKAWAY SIGN SUPPORT	Each	2	$900.00	$1,800.00
636-5020	DELINEATOR, TP 2	Each	15	$470.00	$7,050.00
647-1030	RRFB INSTALLATION NO - - Includes 4 poles	Lump-Sum	1	$43,000.00	$43,000.00
				Group Total :	**$ 60,720.00**

Georgia Bridge and Concrete

PAVEMENT MARKINGS (7)				PAVEMENT MARKINGS (7)	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	Each	3	$100.00	$300.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	Linear Foot/Feet	2350	$1.00	$2,350.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	Linear Foot/Feet	1440	$1.00	$1,440.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	Linear Foot/Feet	100	$7.00	$700.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	Linear Foot/Feet	850	$3.00	$2,550.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE (GROSS LINEAR FOOT, GLF)	Linear Foot/Feet	60	$1.00	$60.00
653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW (GROSS LINEAR FOOT, GLF)	Linear Foot/Feet	170	$1.00	$170.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	Square Yard	200	$6.00	$1,200.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	Square Yard	170	$6.00	$1,020.00
654-1001	RAISED PVMT MARKERS TP 1	Each	70	$6.00	$420.00
654-1003	RAISED PVMT MARKERS TP 3	Each	10	$6.00	$60.00
657-1085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	Linear Foot/Feet	560	$11.00	$6,160.00
657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	Linear Foot/Feet	560	$11.00	$6,160.00
				Group Total :	**$ 22,590.00**

Georgia Bridge and Concrete

BRIDGE (8)				BRIDGE (8)	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
154-1000	CONSTRUCTION VIBRATION MONITORING	Lump-Sum	1	$38,000.00	$38,000.00
207-0203	FOUND BKFILL MATL, TP II	Cubic Yard	50	$105.00	$5,250.00
211-0300	BRIDGE EXCAVATION, STREAM CROSSING	Cubic Yard	340	$32.00	$10,880.00
500-0100	GROOVED CONCRETE	Square Yard	560	$33.00	$18,480.00
500-1011	SUPERSTR CONCRETE, CL D, BR NO - - 1 (570)	Cubic Yard	580	$1,100.00	$638,000.00
500-3002	CLASS AA CONCRETE	Cubic Yard	320	$860.00	$275,200.00
507-9003	PSC BEAMS, AASHTO TYPE III, BR NO - - 1	Linear Foot/Feet	692	$340.00	$235,280.00

507-9035	PSC BEAMS, AASHTO BULB TEE, 56 IN, BR NO - - 1	Linear Foot/Feet	950	$463.00	$439,850.00
511-1000	BAR REINF STEEL	Pound	23600	$1.40	$33,040.00
511-3000	SUPERSTR REINF STEEL, BR NO - - 1 (102985)	Pound	103000	$1.50	$154,500.00
520-0242	H-PILE POINTS, HP 10 X 42	Each	20	$150.00	$3,000.00
520-1104	PILING IN PLACE, STEEL H, HP 10 X 42	Linear Foot/Feet	705	$60.00	$42,300.00
520-1147	PILING IN PLACE, STEEL H, HP 14 X 73	Linear Foot/Feet	1030	$90.00	$92,700.00
520-4104	LOAD TEST, STEEL H, HP 10 X 42	Each	1	$1.00	$1.00
520-4147	LOAD TEST, STEEL H, HP 14 X 73	Each	1	$1.00	$1.00
520-5000	PILOT HOLES	Linear Foot/Feet	995	$385.00	$383,075.00
523-1100	DYNAMIC PILE TEST	Each	2	$6,700.00	$13,400.00
540-1102	REMOVAL OF EXISTING BR, BR NO - - 1	Lump-Sum	1	$233,000.00	$233,000.00
544-1000	DECK DRAIN SYSTEM, BR NO - - 1	Lump-Sum	1	$275,000.00	$275,000.00
				Group Total : $ 2,890,957.00	
				Georgia Bridge and Concrete	

UTILITIES (9)				**UTILITIES (9)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
500-3101	CLASS A CONCRETE	Cubic Yard	10	$550.00	$5,500.00
600-0001	FLOWABLE FILL	Cubic Yard	15	$450.00	$6,750.00
611-8050	ADJUST MANHOLE TO GRADE	Each	1	$3,500.00	$3,500.00
611-8120	ADJUST WATER METER BOX TO GRADE	Each	2	$450.00	$900.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	Each	2	$450.00	$900.00
670-1060	WATER MAIN, 6 IN	Linear Foot/Feet	10	$250.00	$2,500.00
670-1080	WATER MAIN, 8 IN	Linear Foot/Feet	1250	$85.00	$106,250.00
670-1100	WATER MAIN, 10 IN	Linear Foot/Feet	10	$400.00	$4,000.00
670-1500	CAP OR REMOVE EXISTING WATER MAIN	Each	3	$3,000.00	$9,000.00
670-1900	INLINE PLUG - - 8 IN	Each	2	$3,000.00	$6,000.00
670-2002	VALVE MARKER	Each	2	$100.00	$200.00
670-2060	GATE VALVE, 6 IN	Each	1	$3,300.00	$3,300.00
670-2080	GATE VALVE, 8 IN	Each	1	$4,200.00	$4,200.00
670-2500	INSERTION VALVE - - 8 IN	Each	2	$13,000.00	$26,000.00
670-3087	TAPPING SLEEVE & VALVE ASSEMBLY, 8 IN X 8 IN	Each	3	$7,000.00	$21,000.00
670-4000	FIRE HYDRANT	Each	1	$9,200.00	$9,200.00
670-5010	WATER SERVICE LINE, 1 IN	Linear Foot/Feet	50	$18.00	$900.00
670-5020	WATER SERVICE LINE, 2 IN	Linear Foot/Feet	50	$37.00	$1,850.00
670-5620	WATER SERVICE LINE, 3/4 IN	Linear Foot/Feet	50	$15.00	$750.00
670-9710	RELOCATE EXIST FIRE HYDRANT	Each	1	$5,600.00	$5,600.00
670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	Each	2	$2,200.00	$4,400.00
670-9730	RELOCATE EXIST WATER METER, INCL BOX	Each	2	$2,200.00	$4,400.00
670-9920	REMOVE EXISTING FIRE HYDRANT	Each	1	$3,250.00	$3,250.00
				Group Total : $ 230,350.00	
				Georgia Bridge and Concrete	

ROW (10)				**ROW (10)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
702-1072	THUJA X – 30 GAL	Each	6	$750.00	$4,500.00
				Group Total : $ 4,500.00	
				Georgia Bridge and Concrete	

TRAINING (11)				**TRAINING (11)**	
Code	**Description**	**UOM**	**QTY**	**Price**	**Total Cost**
158-1000	TRAINING	Hour	1000	$0.80	$800.00
				Group Total : $ 800.00	
				Project Total : $ 5,739,781.80	
				Georgia Bridge and Concrete	

EXHIBIT C.

REQUIRED FORMS & DOCUMENTS

Bid Form

TO: PURCHASING MANAGER
CITY OF JOHNS CREEK
JOHNS CREEK, GEORGIA 30097

Ladies and Gentlemen:

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

PI 0017830 CS 111 BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK

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

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (2021 edition), applicable special provisions and any supplemental specifications. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

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

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

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

Attached hereto is an executed Bid Bond or certified check on the (Bank)_____ of (City, State) _____ _____ in the amount of $_____ _____Dollars (Five Percent of Amount Bid).

If this bid shall be accepted by the City of Johns Creek and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance Bonds, or

furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Johns Creek may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void.

Bidder also acknowledges receipt of the following addenda:

Addendum No.	Date Received
1	3/4/25
2	3/7/25

The Disadvantaged Business Entity (DBE) goal for this project is: **8%**.
The On-the-Job Training (OJT) goal for this project is **1,000 hrs** held to the rate of **$0.80/hr**

Bidders submitting a bid $2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT. Bidders submitting bids in excess of $2,000,000 must be prequalified with the GDOT.

The bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within 12 months.

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

Signed, sealed, and dated this 13th day of March, 2025

Bidder Georgia Bridge and Concrete, LLC

Bidder Mailing Address:

P.O. Box 327
Tucker, GA 30085

(Seal)

GEORGIA BRIDGE AND CONCRETE, LLC LIMITED LIABILITY COMPANY SEAL GEORGIA 2015

By: _____
John E. Carmack

Title: General Manager

By: _____

Title: _____

REFERENCES

1. Company Name Georgia Department of Transportation

   Brief Description of Project 0013819, Barrow-Jackson: 0.464 mile of construction of a bridge and approaches on SR 82 over Middle Oconee River.

   Completion Date 7/31/2023

   Start Date 9/21/2022 Contract Amount $ 6,289,187.30

   Contact Person Kevin Dewitt Telephone (706) 410-0792

   E-Mail Address kdewitt@dot.ga.gov

2. Company Name Georgia Department of Transportation

   Brief Description of Project 0013938, Franklin: 0.275 mile of construction of a bridge and approaches on SR 59 over Broad River.

   Completion Date 5/31/2022

   Start Date 7/1/2021 Contract Amount $ 2,649,000.00

   Contact Person Shanon Giles Telephone (770) 532-8964

   E-Mail Address sgiles@dot.ga.gov

3. Company Name City of Alpharetta

   Brief Description of Project Webb Bridge Road Bridge Replacement and Roadway Improvements

   Completion Date 7/2025

   Start Date 11/2022 Contract Amount $ 9,557,603.40

   Contact Person Scott Campbell Telephone (678) 297-6227

   E-Mail Address sjcampbell@alpharetta.ga.us

Company Name Georgia Bridge and Concrete, LLC

Georgia Department of Transportation
DBE Goals

First Use: March 23, 1990

Vendor ID:	14054		**Bidder's Company Name:**	GEORGIA BRIDGE AND CONCRETE, LLC	
Project NO:	0017830 – BUICE ROAD BRIDGE REPL		**County:**	FULTON	
Let No:		**Let Date:** 3/13/25	**Total BID:**	$5,739,781.80	
The Required DBE Goal on This Contract is:	8%				

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code *	Race Conscious	Amount
ZAN100	Anatek, Inc.	Metal Deck			◇	51,000.00
13998	Mario Reinf. Steel	Rebar			◇	41,000.00
13318	GTG Traffic Signal	Signals			◇	41,000.00
[redacted]	[redacted]	[redacted]			◇	[redacted]
ZMA699	Jake Martin	Grassing			◇	50,000.00
ZLA101	Lagniappe Development	Conc. Flatwork			◇	227,000.00
12395	Teri Harris Trucking	Hauling Dirt			◇	50,000.00
					◇	
					Total:	460,000.00

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

Please Note: Only 60% of the participation of a DBE Supplier who does not manufacture or install the Product will be counted toward the goal. See below for further instructions.

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Georgia Bridge and Concrete, LLC
Solicitation/Contract No./ Call No. or Project Description:	PI 0017830 CS 111 Buice Road Bridge Replacement Over Johns Creek

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

911865

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

September 23, 2015

Date of Authorization

Georgia Bridge and Concrete, LLC

Name of Contractor

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

John E. Carmack

Printed Name (of Authorized Officer or Agent of Contractor)

General Manager

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

March 13, 2025

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

13th DAY OF March, 20 25

Laura Presnell

Notary Public

[NOTARY SEAL]

LAURA PRESNELL NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2025

My Commission Expires: 7/27/2025

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor's Name:	G.P.'s Enterprises, Inc.
Solicitation/Contract No./ Call No. or Project Description:	Buice Road Bridge Replacement

SUBCONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.GA. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

62740
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Oct. 19, 2007
Date of Authorization

G.P.'s Enterprises, Inc.
Name of Subcontractor

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

Minton L. O'Neal
Printed Name (of Authorized Officer or Agent of Contractor)

COO
Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

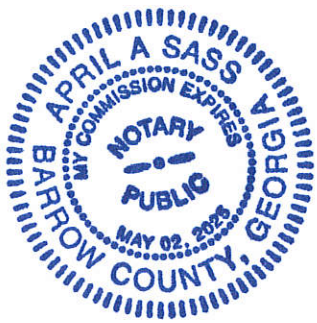
3/12/25
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12 DAY OF March, 20 25

April A. Sass
Notary Public

[NOTARY SEAL]



My Commission Expires: May 2, 2025

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor's Name:	Lagniappe Development Co., Inc.
Solicitation/Contract No./ Call No. or Project Description:	Buice Rd. Bridge Replacement

SUBCONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.GA. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

223281`
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

03/02/2011
Date of Authorization

Lagniappe Development Co., Inc.
Name of Subcontractor

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

Jessica Avra
Printed Name (of Authorized Officer or Agent of Contractor)

President
Title (of Authorized Officer or Agent of Contractor)

Jessica Avra
Signature (of Authorized Officer or Agent)

03/12/2025
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF March, 20 25

Notary Public

My Commission Expires: 9/17/2027

[NOTARIAL SEAL]
DENENE PETERSON
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA
MY COMMISSION EXPIRES
SEPTEMBER 17, 2027

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Subcontractor's Name:	JAKE MARTIN & SON CONTRACTORS, INC.
Solicitation/Contract No./ Call No. or Project Description:	Johns Creek, Buice Rd Bridge Replacement

SUBCONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.GA. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub- subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

148309
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

8/28/08
Date of Authorization

JAKE MARTIN & SON CONTRACTORS, INC.
Name of Subcontractor

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

Wesley E. Martin
Printed Name (of Authorized Officer or Agent of Contractor)

CFO
Title (of Authorized Officer or Agent of Contractor)

Wesley E. Martin
Signature (of Authorized Officer or Agent)

3/12/25
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12 DAY OF March, 20 25

Donna Deyton
Notary Public

My Commission Expires: 1/25/26

[NOTARY SEAL]

DONNA DEYTON
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 25, 2026

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

First Use Date 2021 Specifications: April 16, 2021

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

EQUAL EMPLOYMENT OPPORTUNITY

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

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 601.7 (b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

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

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

EXAMINATION OF PLANS AND SPECIFICATIONS

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

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

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

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

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

CONFLICT OF INTEREST

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

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

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

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

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

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

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

BOYCOTT OF ISRAEL

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

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

NON-COLLUSION CERTIFICATION

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

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

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

Amendment Nos.: 1 I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

GEORGIA BRIDGE AND CONCRETE, LLC

Signature of Contractor (SEAL)

GEORGIA BRIDGE AND CONCRETE, LLC
LIMITED LIABILITY COMPANY
SEAL
GEORGIA
2015

John E. Carmack
Printed Name of Signee

General Manager
Title

Corporate Certificate

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

This 13th day of March, 2025

GEORGIA BRIDGE AND CONCRETE, LLC LIMITED LIABILITY COMPANY SEAL GEORGIA 2015

(Seal)

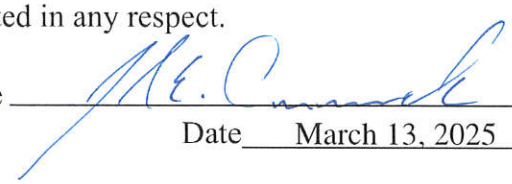
(Signature)

Company Name: Georgia Bridge and Concrete, LLC

Qualifications Signature and Certification

(Bidder to sign and return)

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. Seq. have not been violated and will not be violated in any respect.

Authorized Signature 

Date March 13, 2025

Print/Type Name John E. Carmack

Print/Type Company Name Here Georgia Bridge and Concrete, LLC

Bonding Requirements Certification

A Bid Bond for five percent (5%) of the amount of the bid is required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid will be required of the successful bidder.

A Payment Bond for one hundred and ten percent (110%) of the bid will be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for ninety (90) days from the date on which the bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

A. Furnish, upon receipt of an authorized City of Johns Creek Contract Agreement, all items indicated thereon as specified in this bid proposal for the bid amount, or;

B. Enter a contract with the City to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;

C. Furnish a 100% Performance Bond and a 110% payment bond, and acknowledges the City's right to require a Performance Bond and a Payment Bond of a specific kind and origin, and;

D. Forfeit the amount of the Bid Bond as liquidated damages if he/she fails to enter a contract with the City as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid.

GEORGIA BRIDGE AND CONCRETE, LLC
COMPANY

MARCH 13, 2025
DATE

SIGNATURE John E. Carmack

GENERAL MANAGER
TITLE

(770) 934-1839
TELEPHONE NUMBER

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT _____
(Name of Contractor) Georgia Bridge and Concrete, LLC
(Address of Contractor) at 4635 N. Royal Atlanta Dr., Tucker, GA 30084

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

Arch Insurance Company
(Name of Surety)

Harborside 3, 210 Hudson St., Ste 300, Jersey City, NJ 07311-1107
(Address of Surety

A corporation of the State of Missouri, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Johns Creek Georgia (Name of Obligee)
11360 Lakefield Drive, Johns Creek, Georgia 30097 (Address of Obligee)

herein after referred to as Obligee, in the penal sum of Five (5%) Percent of Amount Bid Dollars ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

PI0017830 - CS 111 BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK

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

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Johns Creek, Georgia, and execute a sufficient and satisfactory **Performance Bond payable to the City of Johns Creek, Georgia, in an amount of 100% of the total Contract Price, and Payment Bond in the amount of 110% of the total Contract Price** in form and with security satisfactory to said the City of Johns Creek, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Johns Creek, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

Signed, sealed, and dated this 13th day of March A.D. 2025

ATTEST: Mark Rice

(Principal Secretary) Michael Rice

Georgia Bridge and Concrete, LLC

(Principal)

(SEAL)

BY: John E. Carmack, General Manager

Laura Presnell

(Witness to Principal) Laura Presnell

4635 N. Royal Atlanta Dr., Tucker, GA 30084

(Address)

4635 N. Royal Atlanta Dr., Tucker, GA 30084

(Address)

LAURA PRESNELL NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2025

GEORGIA BRIDGE AND CONCRETE LIMITED LIABILITY COMPANY SEAL GEORGIA 2015

(Surety) Arch Insurance Company

ATTEST

BY: Douglas L. Rieder

(Attorney-in-Fact) and Resident Agent Douglas L. Rieder

Tina Marsh

(Attorney-in-Fact) Tina Marsh

(SEAL)

2500 Cumberland Pkwy., Ste 400, Atlanta, GA 30339

(Address)

Debra Johnson

(Witness as to Surety) Debra Johnson

2500 Cumberland Pkwy., Ste 400, Atlanta, GA 30339

(Address)

Arch Insurance Company CORPORATE SEAL 1977 Missouri

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:
That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brian M. Perry, Chaun M. Wilson, Douglas L. Rieder, John W. Miller II, Joseph A. Maxwell, Margaret S. Meyers, Michael J. Brown, Tameka B. Black, Tina Marsh and W. Wesley Hamilton of Atlanta, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars ($150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:
"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st day of January, 2025**.

Attested and Certified

Regan A. Shulman, Secretary

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Commonwealth of Pennsylvania - Notary Seal
MICHELE TRIPODI, Notary Public
Philadelphia County
My Commission Expires July 31, 2025
Commission Number 1168622

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 21, 2025** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13th **day of** March, **20** 25.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com

Arch Insurance Company — CORPORATE SEAL 1971 — Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

List of Subcontractors

ITB: 25-072 PROJECT NAME: BUICE RD OVER JOHNS CREEK

CONTRACTOR: GEORGIA BRIDGE AND CONCRETE, LLC

_____ I do not propose to subcontract some of the work on this project.

_X_ I propose to subcontract work to the following subcontractors:

NAME AND ADDRESS		TYPE OF WORK	ANTICIPATED % OF WORK
G.P.'s Enterprises	1500 Hwy 124 Auburn, GA	Grading, Drainage	17 %
Anatek, Inc.	1513 Johnson Ferry Marietta, GA	Metal Deck	> 1 %
Mario's Reif. Steel	302 Walnut Way Palmetto, GA	Rebar	> 1 %
GTG Traffic Signals	4195 JVL Ind. Park Dr. Marietta, GA	Signals	> 1 %
[redacted]	[redacted]	[redacted]	[redacted]
Jake Martin & Sons	PO Box 222 Gainesville, GA	Grassing	> 1 %
Lagniappe Development	1190 W. Shadburn Ave Buford, GA	Conc. Flatwork	5 %
Teri Harris Trucking	994 Winterville Rd Athens, GA	Hauling	> 1 %
Magnum Paving	125 Baker Ind. Court Villa Rica, GA	Asphalt	4 %
TOTAL % OF SUBCONTRACTORS			31 %

The City of Johns Creek requires 51% participation by the prime Contractor on all projects based on cost.

- **Prime Contractor required to submit E-verify affidavits for each Subcontractor performing** services. Subcontractor Affidavit OCGA 13-10-91.
- Prime Contractor required to provide copies of all subcontractor agreements to ensure all federal provisions are included.

SIGNED: M. C. Cunard

O.C.G. A. § 50-36-1(e)(2) Affidavit
Verifying Lawful Presence in the United States

By executing this affidavit under oath, as an applicant for a(n) Authorization to conduct a commercial enterprise or business, as referenced in O.C.G.A. § 50-36-1, from the City of Johns Creek, a municipal corporation of the State of Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

☒ I am a United States citizen.

☐ I am a legal permanent resident of the United States.

☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-361(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in this affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Tucker (city), Georgia (state).

Signature of Applicant

John E. Carmack, General Manager
Printed Name of Applicant and Title

Subscribed and sworn to before me on

this the 13th day of March, 2025.

Laura Presnell
(Clerk/Notary Public)

My commission expires: 7/27/2025

LAURA PRESNELL NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2025

DRUG-FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, RELATED TO THE **DRUG-FREE WORKPLACE, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:**

1. A DRUG-FREE WORKPLACE will be provided for the employees during the performance of the contract; and

2. Each sub-contractor under the direction of the contractor shall secure the following written certification:

GEORGIA BRIDGE AND CONCRETE, LLC (CONTRACTOR) certifies to the City of Johns Creek that a DRUG-FREE WORKPLACE will be provided for the employees during the performance of this contract known as Buice Road Bridge Replacement over Johns Creek (PROJECT) pursuant to paragraph seven (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR GEORGIA BRIDGE AND CONCRETE, LLC — MARCH 13, 2025 DATE

NOTARY — MARCH 13, 2025 DATE

LAURA PRESNELL NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2025

FY25 Reporting Year

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Employees: 84

E-Verify # 911865
Federal Work Authorization User Identification Number

9-23-2015
Date of Authorization

Georgia Bridge and Concrete, LLC
Name of Contractor

Buice Road Bridge Replacement over Johns Creek
Name of Project

City of Johns Creek, Georgia
Name of Public Employer

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

Executed on March, 13, 20 25 in Tucker (city), GA (state).

Signature of Authorized Officer or Agent

John E. Carmack, General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 13th DAY OF March, 20 25.

Laura Presnell
NOTARY PUBLIC
My Commission Expires: 7/27/2025

LAURA PRESNELL NOTARY PUBLIC PAULDING COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Angela Hutcheson	
Partners Risk Services, LLC 10692 Medlock Bridge Road Suite 200 Johns Creek GA 30097	PHONE (A/C, No, Ext): (678) 405-3162	FAX (A/C, No): (770) 609-2749
	E-MAIL ADDRESS: ahutcheson@partnersrs.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Georgia Bridge and Concrete, LLC Po Box 327 Tucker GA 30085	INSURER A : Bitco Insurance Company	20109
	INSURER B : Hanover Insurance Company	22292
	INSURER C : Westchester Surplus Lines Insurance Company	10172
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	CLP3744635	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CAP3744636	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000	Y	Y	CUP3744638	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC3744634	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Equipment (C)Pollution #G71138471007			IHAJ73634100	06/01/2024	06/01/2025	Rented/Leased Pollution Occurrence Pollution Aggregate	$1,000,000 $6,000,000 $6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: PI 0017830 Job Type: CS 111 BUICE ROAD BRIDGE REPLACEMENT]
Over Johns Creek

CERTIFICATE HOLDER

The City of Johns Creek, Georgia
11360 Lakefield Drive
Johns Creek GA 30097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael H. Wiles

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Johns Creek
GEORGIA

ADDENDUM #1

Invitation to Bid (ITB)
Bid #25-072
BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK (PI0017830 CS111)

To All Prospective Offerors:
To follow is Addendum Number #1 for the above solicitation.

1. Recording of Prebid Meeting (Project summary, Bid dates, and Q&A session).
2. Attachments of missing forms from Bid Packet. PI0017830 Bid Package-Forms-3.4.25 PDF
3. FHWA Form 1273 PDF
4. Dave Bacon Wage Rates Highway 202502 PDF
5. Answers to questions in BidNet up until 3.1.25
4. Prebid Meeting Attendance List

QUESTIONS ASKED IN BIDNET (SEE THE ATTACHED DOCUMENT)

Question 18 & 20 will be answered in addendum #2

Bid Due Dates for the ITB:

All proposal submissions are due electronically in BidNet **no later than 2:00 PM ET Thursday March 13, 2025.** Only electronic submission in BidNet is required. Please fill out the required forms and color scan all forms into just (1 PDF) for all the forms. Include any certifications (Prequalified GDOT etc.). Next you will enter your unit costs directly into BidNet. Any questions regarding bid submissions, feel free to email purchasing@johnscreekga.gov

The deadline to ask questions on BidNet is March 6, 2025 5:00pm. Addendum 2 shall publish within 3 business days of the deadline for questions.

Johns Creek
GEORGIA

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving ITB 25-072 addendum #1 and included with your forms and documents.

Firm: Georgia Bridge and Concrete, LLC

Signature: [signature]

Date: 3/13/25

Johns Creek
GEORGIA

ADDENDUM #2

Invitation to Bid (ITB)
Bid #25-072
CS 111 BUICE ROAD BRIDGE REPLACEMENT OVER JOHNS CREEK

To All Prospective Offerors:
To following is Addendum Number #2 for the above solicitation.

1. Answers to several questions asked in BidNet (See BidNet)
2. Updated Construction Length
3. Updated Quantities

Updated Construction Length

The City will update the construction time on this project from nine months to twelve months.

Updated Quantities

The City wishes to remove the following line item quantities from the originally published Bid Quantities:

Code	Description	Unit	Quantity	Group ID	Group Name
607-3000	STONE FACING	SF	100	1	ROADWAY
167-1500	WATER QUALITY INSPECTIONS	MO	9	4	TEMPORARY EROSION CONTROL

The City wishes to add the following line item quantities to the originally published Bid Quantities:

Code	Description	Unit	Quantity	Group ID	Group Name
607-3000	STONE FACING	SF	1,500	1	ROADWAY
167-1500	WATER QUALITY INSPECTIONS	MO	12	4	TEMPORARY EROSION CONTROL

Johns Creek
GEORGIA

All addendums are electronically acknowledged at submission of bid within BidNet. Firms shall include this acknowledgement of receiving ITB 25-072 addendum #2 and included with your forms and documents.

Firm: Georgia Bridge and Concrete, LLC

Signature: M. Cusack

Date: 3/13/25

EXHIBIT D.

SPECIAL PROVISIONS

July 17, 2013

Revised February 10, 2014

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

PROJECT NO:

PI NO: 0017830

Section 660—Sanitary Sewers

Delete Section 660 and substitute the following:

660.1 General Description

This Work consists of furnishing materials, labor, tools, equipment, and other items necessary for installing, removing, abandoning, relocating, and adjusting sanitary sewer and force main systems and appurtenances to the Plans and Specifications.

660.1.01 Definitions

A. General Provisions 101 through 150

B. Whenever the terms "City", "County," or [Fulton County] are used in this Special Provision and its related documents, it shall be understood to mean [Fulton County] its subsidiaries, successors and/or assigns, hereafter referred to as Utility Owner.

C. The term "Project Manager" shall mean the authorized individual having the authority to give instructions pertaining to the work and to approve or reject the work. The "Project Manager" shall not however be authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, Plans, and Specifications, nor shall they act as an agent for the Contractor. All Contract items pertaining to the Utility Owner shall be coordinated with the Georgia Department of Transportation's (GDOT) Project Coordinator and the Utility Owner.

660.1.02 Related References

A. Standard Specifications

Section 104—Scope of Work

Section 107—Legal Regulations and Responsibility to the Public

Section 108—Prosecution and Progress

Section 205—Roadway Excavation

Section 207—Excavation and Backfill for Minor Structures

Section 400—Hot Mix Asphaltic Concrete Construction

Section 444—Sawed Joints in Existing Pavements

Section 500—Concrete Structures

Section 600—Controlled Low Strength Flowable Fill

Section 615—Jack or Boring Pipe

Section 611—Relaying, Reconstructing, or Adjusting to Grade of Miscellaneous Roadway Structures

Section 668—Miscellaneous Drainage Structures

Section 801—Fine Aggregate

Section 810—Roadway Materials

B. Related Documents

1. General Provisions 101 through 150.
2. All products supplied and all work performed shall be in accordance with [Fulton County Technical Specification for Wastewater Construction], applicable standards from American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), GDOT Utility Accommodation Policy and Standards, and the Georgia Environmental Protection Division (EPD) Guidelines for Sewage Collection Systems. Latest revisions of all standards shall apply.

660.1.03 Submittals

A. General Provisions 101 through 150.

B. Refer to the [Fulton County Technical Specification for Wastewater Construction], current published edition, for sanitary sewer utility submittal requirements. Copies of all submittals and documentation shall be submitted to GDOT, who shall distribute to the Utility Owner.

C. Shop Drawings / Product Data

1. Submit [4] copies of the following submittals to the GDOT Project Coordinator:
   a. Product data, including size, dimension, capacity, pressure rating, accessories, and special features, installation instructions, and operating characteristics for all proposed materials to show compliance with the requirements of this Special Provision.
   b. Test reports specified in the Quality Acceptance section of this Special Provision.
   c. Pipe manufacturer certification of compliance with specifications.
   d. Operation and maintenance literature, warranties, and other specified information.

D. Construction Record Documentation

1. The Contractor shall record on two set of utility as-built drawings that will record changes and deviations from the Contract Drawings in sizes, lines or grade. Record also the exact final horizontal and vertical locations of underground utilities and appurtenances to an accuracy of +/- 0.2ft, referenced to permanent surface improvements. Drawings shall utilize State Plane Coordinates and shall be legibly marked to record actual construction and submitted to the GDOT no later than 30 days after installation and prior to Final Acceptance of the Project. The Utility Owner shall determine if the utility record drawings are complete prior to Final Acceptance of the project.
2. Record Drawings shall be signed and sealed by a professional engineer or land surveyor registered in the State of Georgia.
3. Record Drawings shall also be submitted in digital format as indicated in accordance with the Department's current Electronic Utility File Guidelines.
4. Except for standard bound materials, bind all 8.5"x11" (A4) documentation, including 11" x 17" (A3) drawings folded to 8.5"x11" (A4), in logical groupings in loose-leaf binders of either the 3-ring or plastic slide-ring type. Permanently and appropriately label each such bound grouping of documentation.

660.1.04 Quality Assurance

A. The Contractor shall comply with applicable codes, ordinances, rules, regulations and laws of local, municipal, state or federal authorities having jurisdiction over the Project.

B. Furnish manufactured items, pipe, fittings, valves, service components, and appurtenances from manufacturers having regularly produced such items as specified herein which have proven satisfactory in actual service, over at least a 2-year period, or as approved by the GDOT and Utility Owner.

C. Regardless of tolerances permitted by industry standards specified herein, GDOT Project Manager may reject pipe or appurtenances at the manufacturing plant or project site which have cracks, chips, blisters, rough interior or exterior surface, evidence of structural weakness, joint defects, or other imperfections that might in the opinion of the Project Coordinators contribute to reduced functional capability, accelerated deterioration or reduced structural strength.

D. The Utility Owner and the Utility Owner's consultant shall have the right to visit and inspect the work at any time. The Utility Owner may also have an Inspector assigned to the project authorized to inspect portions or all of the utility work done and the preparation, fabrication, or manufacture of the materials to be used. The Utility Owner shall be able to advise GDOT Project Manager of any observed discrepancies or potential problems. The cost of these inspections shall be the responsibility of the Utility Owner.

E. GDOT shall notify the Utility Owner before authorizing any changes or deviations which might affect the Utility Owner's facilities. Contractor shall notify GDOT and Utility Owner a minimum of 24 hours prior to beginning work on utilities.

F. The Utility Owner shall be notified by GDOT Project Manager when all utility work is complete and ready for final inspection. The Utility Owner shall be invited to attend the final inspection and may provide a corrections list to GDOT Project Manager prior to the final inspection.

G. The Contractor shall verify the actual location and depth of all utilities prior to construction. All utilities and structures shall be protected during construction. Any damaged facilities shall be repaired or replaced at the Contractor's expense.

660.2 Materials

H. All materials provided shall be in conformance with the requirements and standards set forth in the [Fulton County Technical Specification for Wastewater Construction], current published edition.

660.2.01 Sanitary Sewer Piping Systems and Appurtenances

A. Ductile Iron Pipe and Fittings

1. Ductile iron pipe shall meet the latest edition of ANSI/AWWA C150/A21.50 and C151/A21.51 for the class and joint specified with a nominal laying length of 18 (5.5 m) to 20 feet (6 m). Joints for buried ductile iron pipe shall be mechanical or push-on joints. Unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction], ductile iron pipe diameters 12 inch (300 mm) or less shall be minimum Pressure Class 350, while pipe diameters greater than 12 inch (300 mm) shall be minimum Pressure Class 250.
2. Ductile iron pipe for the interior of structures and above ground installations shall be flanged. Flanges shall be ductile iron and shall be threaded-on flanges conforming to ANSI/AWWA C115/A21.15 or cast-on flanges conforming to ANSI/AWWA C110/A21.10. The minimum class thickness for ductile iron flanged pipe to be threaded is Class 53.
3. Interior surfaces of ductile iron pipe and fittings shall be ceramic epoxy lined. Epoxy lining shall be 40-mil nominal dry film thickness. The interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first 6 inches (150 mm) of the exterior of the spigot ends. The lining shall be applied by a competent firm with a successful history of applying linings to the interior of ductile iron pipe and fittings. Surface preparation, lining of pipe, coating of bell sockets and spigot ends, number of coats, and touch up and repair shall be in accordance with the manufacturer's recommendations. The pipe or fitting manufacturer shall supply a certificate attesting that the applicator met the requirements of this specification; that the material used was as specified; that the linings have the nominal dry film thickness specified; and that the linings have no pinholes when tested with a nondestructive 2,500 volt test. Lined pipe and fittings shall be handled only from the outside of the pipe and fittings.

4. Ductile iron shall have an exterior asphaltic coating as specified in AWWA C151 for ductile iron pipe and AWWA C153/C110 for ductile iron fittings.
5. Buried ductile iron pipe and fittings shall be polyethylene encased at locations indicated on the Plans or as conditions warrant. Polyethylene encasement tubing shall be in accordance with ANSI/AWWA C105/A21.5 and ASTM A674 and shall have a minimum thickness of 8 mils. Polyethylene tubing shall be green in color to designate wastewater.
6. Fittings: Ductile iron fittings shall be epoxy coated and meet the requirements of ANSI/AWWA C153/A21.53 or ANSI/AWWA C110 A21.10 with a minimum pressure rating of 250 psi. Pressure pipe fittings shall be restrained mechanical joint.
7. Mechanical Joint Fittings: Mechanical joints consisting of bell, socket, gland, gasket, bolts, and nuts shall conform to ANSI/AWWA C111/A21.11.
8. Push-On Joints: Push-on joints shall be designed in accordance with ANSI/AWWA C111/A21.11. Joint lubrication shall be as furnished by the manufacturer.
9. Rubber gasket joints for push-on or mechanical joints shall conform to the requirements of ANSI/AWWA C111/A21.11.
10. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint. Restrained joints shall not require field welding or grooves cut into the pipe barrel for restraint. The restraining joints for mechanical joint fittings shall conform to the requirements of ANSI/AWWA C111/A21.11 with assembly in conformance with AWWA C600 and manufacturer's recommendations. Restrained joints for pipe shall be mechanical joints with ductile iron retainer or push-on type joints and shall have a minimum rated working pressure of 250 psi.
11. Mechanical joint retainer glands may be used to restrain mechanical joint pipe and fittings to the plain end of ductile iron pipe and fittings. Restrainer glands shall be manufactured of ductile iron per ASTM A536.
12. Corrosion-resistant bolts used with ductile iron joints shall be high-strength, low-alloy steel as specified in ANSI/AWWA C111/A21.11.
13. Welded Outlets: Welded outlets in ductile iron pipe shall be provided where specified and indicated on the Plans. Outlets shall be fabricated by welding sections of ductile iron pipe manufactured in accordance with ANSI/AWWA C151/A21.51. Welded outlet pipe shall be fabricated only by the pipe manufacturer. The minimum ductile iron pipe thickness for fabrication of welded outlet pipe shall be Thickness Class 53 for 4 inch to 54 inch (100 mm to 1350 mm) diameter pipe. All joints on welded-on branch outlets shall be provided in accordance with the latest revision of ANSI/AWWA C111/A21.11 and/or ANSI/AWWA C115/A21.15 as applicable. After the outlets are welded together and prior to finishing, the assembly shall be subjected to a 15 psi air test for leakage. The maximum size and laying length of the welded-on branch outlet shall be recommended by the pipe manufacturer and acceptable to the Utility Owner for the field conditions and connecting pipe or valve.

B. Polyvinyl Chloride (PVC) Pipe

1. C900 PVC pipe diameters 4-inch (100 mm) through 12-inch (300 mm) shall meet ANSI/AWWA C900 requirements, and shall be a minimum pipe dimension ratio (DR) 18, Pressure Class 235 psi. C905 PVC pipe diameters 14-inch (350 mm) and greater shall meet ANSI/AWWA C905 requirements, shall be DR 18 minimum, Pressure Class 235 psi. Pipe shall have a bell with an integral wall section with a factory installed, solid cross section elastomeric ring in accordance with ASTM F477.
2. PVC solid wall gravity sewer pipe shall be integral bell and spigot joint pipe, and shall comply with ASTM D3034 for pipes 15-inch (380 mm) and smaller, with minimum standard dimension ratio (SDR) 26. Pipes larger than 15-inch shall comply with ASTM F679 with the minimum thickness as specified in the Plans or [Fulton County Technical Specification for Wastewater Construction]. Joints shall be of the bell and spigot gasketed type in accordance with ASTM D3212 and ASTM F477.
3. All PVC pipe shall be formulated for sunlight exposure and shall be green in color to designate wastewater.
4. PVC pipe shall have the same outside diameter (OD) as ductile iron pipe and be compatible for use with ductile iron fittings.

5. Fittings for PVC pipe 4 inches (100 mm) and larger shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.
6. Restrained Joints: Restrained joints shall be provided as shown on the Plans and where required for thrust restraint. Restrained joints shall comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings, with assembly in conformance with AWWA C600 and manufacturer's recommendations.
7. Unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction], 2-inch (50 mm) and 3-inch (80 mm) diameter PVC pipe shall conform to the requirements of ASTM D2241 Class 1120 or 1220 (SDR 21) with a working pressure rating of 200 psi with integral bell gasketed joints. Pipe is to be manufactured to IPS standard pipe equivalent outside diameters.
8. Schedule 80 PVC pipes smaller than 4-inch (100 mm) nominal diameter shall be in accordance with ASTM D1785. Schedule 80 pipe shall have threaded joints. Solvent cemented joints shall not be used. Threaded type fittings for Schedule 80 PVC pipe shall be in conformance with ASTM D2464. All threaded joints shall be watertight.
9. Flanges for Schedule 80 PVC pipe shall be rated for a 150 psi working pressure with ANSI B16.1 dimensions and bolting pattern. Flanges shall be connected to PVC piping with threaded joints in accordance with ASTM D2467 or ASTM 2464, respectively.

C. Fusible PVC Pipe

1. Fusible PVC pipe sizes 4-inch (100 mm) to 36-inch (900 mm) shall conform to AWWA C900/C905 as applicable and follow the dimension ratios (DR) set forth in the requirements listed for C900 PVC pipe.
2. Fusible PVC pipe shall be green in color to designate wastewater.
3. Fusible PVC pipe shall be extruded with plain ends. The ends shall be square to the pipe and free of any bevel or chamfer. There shall be no bell or gasket of any kind incorporated into the pipe.
4. Fusible PVC pipe shall be manufactured in a standard 40-foot nominal length or custom lengths as specified.
5. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
6. Fittings shall be ductile iron mechanical joint and comply with the requirements set forth in the specifications for Ductile Iron Pipe and Fittings.

D. High Density Polyethylene (HDPE) Pipe

1. HDPE pipe sizes 4-inch (100 mm) and larger shall be a PE 4710/3408 high density, extra-high molecular weight polyethylene manufactured from first-quality high density polyethylene resin containing no additives, fillers, or extenders. The HDPE pipe shall have an ASTM D3350 cell classification of PE 445574C, and shall meet the requirements of AWWA C906, and shall be sized based upon the ductile iron pipe size (DIPS), outside diameter (OD) sizing system. HDPE shall be a minimum DR 11, pressure class 160 psi. For gravity sewer pipe, the DR of the pipe shall be as indicated in the Plans or [Fulton County Technical Specification for Wastewater Construction].
2. HDPE pipe shall be green or marked with a permanent green stripe to designate wastewater.
3. Joints shall be made by butt fusing sections of pipe with manufacturer-approved equipment.
4. Fittings shall be ductile iron mechanical joint meeting the requirements of ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11.
5. The pipe shall have fusion welded restrainer ring, follower gland, and a 12-inch (300 mm) stainless steel insert for the mechanical joint connection.
6. HDPE sewer mains shall be properly sized utilizing the inside diameter of the nominal pipe diameter. If during construction HDPE is substituted for other pipe materials, the Contractor shall verify that the inside diameter of the HDPE is the same or larger than the inside diameter of the pipe originally specified.

E. Concrete Pipe

1. Concrete pipe for gravity sewers shall be epoxy lined, reinforced concrete bell and spigot pipe with type two cement and calcareous aggregate conforming to ASTM C76 for Wall C pipe. Pipe shall be supplied in lengths of at least eight feet (2.5 m).

2. Pipe shall have rubber gasket type joints with steel end rings conforming to ASTM C443. A rectangular groove shall be supplied in the spigot end to receive the rubber gasket, and it shall be so formed to a rectangular shape and confined on all four sides. Bell and spigot surfaces shall be accurately formed and smooth to provide a close sliding fit with a nominal clearance of 1/16-inch (1.5 mm).
3. Pipe shall not have cracks, blisters, imperfect surfaces, damaged ends, or damaged gasket grooves. Repaired or patched pipe or pipe with repaired or patched gasket grooves or shoulders shall not be used.
4. The testing of concrete pipe for crushing strength, absorption, hydrostatic requirements, and permeability shall be at the direction of the Utility Owner / GDOT Project Coordinators and shall be performed in accordance with ASTM C497.

F. Steel Casing Pipe

1. All materials, design, fabrication, handling, and testing of steel casing pipe shall conform to the requirements of ASTM A139, AWWA C200 and AWWA Manual M11 "Steel Pipe – A Guide for Design and Installation."
2. Steel casing pipe shall be new, smooth-wall, carbon steel pipe conforming to ASTM Specification A139, Grade B with minimum yield strength of 35,000 psi. Steel casings shall be used with the size, minimum thickness, length, and coating specified on the Plans or [Fulton County Technical Specification for Wastewater Construction].
3. Additional anti-corrosion measures, as specified by the manufacturer or indicated on the Plans, shall be provided at connectors, couplings, rollers, restraints, etc.
4. Unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction], casing pipe end seals shall consist of ⅛-inch (6 mm) thick flexible synthetic rubber boot with adjustable stainless steel banding straps. The annular space of the casing shall not be filled with concrete or grout.
5. Casing spacers shall consist of a stainless steel shell, PVC ribbed liner, and non-conducting separators to keep the carrier pipe from touching the casing pipe. Spacers shall be provided at a maximum of 10-foot intervals and within 2 feet (0.6 m) of the end of the casing pipe.

G. Cured-In-Place-Pipe (CIPP) Liners

1. CIPP liners shall be installed at the locations indicated on the Plans for the renovation of existing sanitary sewer pipes. The CIPP process shall consist of furnishing and inserting a resin-impregnated flexible tube within an existing sanitary sewer pipe and permanently forming the tube to the original conduit by curing with hot water under hydrostatic pressure or by a compressed air/stream combination.
2. CIPP pipeliner components shall be made from approved materials and manufactured in accordance with ASTM F1216, ASTM F1743, ASTM D5813, and ASTM D790.
3. CIPP tube shall meet the following criteria:
4. Made up of one or more layers of felt fabric
5. Meets or exceed ASTM F1216 or ASTM F1743, Section 5
6. Withstands installation pressure and is strong enough to bridge missing pipe sections where necessary.
7. Stretches to fit irregular pipe sections
8. After wetout (impregnating of the tube with resin), shall maintain a uniform thickness meeting or exceeding the design thickness when compressed at installation pressures
9. Sewn to a size fitting tightly within the internal circumference and length of the original pipe when installed and shall provide required allowance for circumferential stretching during inversion
10. Does not utilize overlapping layers of felt in longitudinal seams causing lumps in the final product
11. Utilizes an impermeable, flexible membrane coated on the outside layer of the tube prior to wetout to contain the resin and facilitate monitoring of resin saturation during the wetout procedure
12. Is homogenous across the entire wall thickness and contains no intermediate or encapsulated elastomeric layers
13. Does not utilize material in the tube causing delamination in the CIPP pipeliner
14. Seams in the tube are stronger than the non-seamed felt
15. Outside of the tube is marked for distance at regular intervals along its length. Marking intervals do not exceed 5 feet (1.5 meters) and include the Manufacturers name or identifying symbol.
16. CIPP resin system shall produce CIPP pipeliners which comply with the structural and chemical resistance requirements of this specification. Resin system shall be corrosion resistant, consist of a vinyl ester and catalyst system, and contain 5% or less resin filler. When properly cured within the tube composite, the resin shall meet or

exceed the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP liner.

17. CIPP pipeliners shall meet the following criteria:
18. Requirements of ASTM F1216, Appendix XI.
19. No bonding to original pipe wall assumed
20. Utilizes a long-term, time dependent flexural modulus value obtained from long-term testing results for flexural creep of the CIPP material installed by the installer on previous projects consisting of the same work
21. Utilizes a percentage of the instantaneous flexural modulus value as measured by ASTM D790 testing in design calculation for external buckling. Does not use values in excess of 50% unless substantiated by qualified independent testing laboratory data.
22. Produced using materials of equal quality or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
23. Utilizes an enhancement Factor "K" value of 7 for "partially deteriorated" design conditions. Does not use Enhancement (K) factors in excess of 7 unless substantiated by qualified independent testing laboratory data.
24. Produced with uniformly bonded layers. Any two layers cannot be cleanly separated with a probe or point of a knife blade or separated in a manner that allows the probe or knife to move freely between layers.
25. Produces with light, a reflective interior wall color to allow clear, detailed examination with closed circuit television inspection equipment.
26. Conforms to the structural properties listed in the following table:

MINIMUM STRUCTURAL PROPERTIES			
Property	**Test Method**	**Cured Composite per ASTM F1216**	**Cured Composite (400k Resin)**
Modulus of Elasticity	ASTM D790 (short term)	250,000 psi (1,722,500 kPa)	400,000 psi (2,756,000 kPa)
flexural Stress	ASTM D790	4,500 psi (31,000 kPa)	4,500 psi (31,000 kPa)

a. Produced with a minimum wall thickness of ¼ in (6 mm) throughout the line. Wall thickness is based on the physical properties listed in the table above and the design equations in the appendix of ASTM F1216, using the design parameters listed in the following table:

DESIGN PARAMETERS	
Design Safety Factor	2.0
Retention Factor for Long-Term Flexural Modulus (determined by long-term testing described above)	1%-60%
Ovality	2%
Enhancement Factor, k	7

b. Layers of the tube not saturated with resin prior to insertion into the existing pipe are not included in the structural CIPP pipeliner wall thickness computation.

c. Meets or exceeds chemical resistance requirements of ASTM F116, Appendix X2

d. Contains no dry or saturated layers

H. Pipe Detection Wire

1. Unless otherwise specified in the Plans or [Fulton County Technical Specification for Wastewater Construction], open cut installations of non-metallic pipe shall include minimum #12 gauge tracing wire. Pipe installed by directional drill shall include two (2) insulated 8 gauge tracer wire. Wire shall be solid copper insulated with HDPE installed along pipe, wrapped around service line stub outs and stubbed into valve boxes for locating purposes. Wire shall be properly spliced to provide continuous conductivity.

I. Warning Tape

1. Sanitary sewer mains shall be installed with polyethylene film warning tape manufactured for marking and identifying underground wastewater utilities. Tape shall be a minimum of 2 inches (50 mm) wide and 4 mils thick, green in color, with continuously printed letters reading "CAUTION BURIED SEWER LINE BELOW".

J. Gate Valves

1. Gate valves sizes 3-inch (80 mm) and larger shall be of the resilient seat type meeting the requirements of AWWA C509 or C515. Valves shall be iron body, bronze trimmed, with non-rising stems, and shall be fusion-bonded epoxy coated per ANSI/AWWA C550. Valves shall have a minimum design working pressure of 200 psi.
2. Valves shall be manually operated by nut and open counter-clockwise unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction].
3. The resilient seating arrangement shall provide zero leakage at the design working pressure when installed with line flow in either direction. All ferrous surfaces inside and outside shall have a fusion bonded epoxy coating. All valves shall be provided with O-ring seals. The design and machining of valves shall be such as to permit replacing the O-ring seals in the valves while in service without leakage.
4. All gate valves, when fully opened, shall have an unobstructed waterway diameter equal to or larger than the full nominal diameter of the valve.
5. In general, valves shall be designed for vertical installation. Valves installed in the horizontal position shall be provided with bevel gears, extended gear case, rollers, tracks, and scrapers.
6. Exposed or above-ground gate valves shall be outside screw and yoke (OS&Y) flanged joint type with an operating hand wheel. The face-to-face dimensions and drilling shall conform to ANSI B16.10 for Class 125 flanged joint end gate valves.
7. Valves shall include mechanical joints, bolts, glands, gaskets, and all other materials necessary to join to existing work.
8. Provide brass identification tag imprinted with "SEWER", valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ⅛-inch thick brass with a ¼-inch (8 mm) hole.

K. Insertion Valves

1. Insertion type valves shall be resilient wedge gate valves designed to be installed into an existing pressurized force main without interruption of flow through the pipe and no reduction of line pressure.
   a. Valve shall be fusion-bonded epoxy coated in compliance with AWWA C550.
   b. The construction of the resilient wedge shall comply with AWWA C509 requirements.
   c. The resilient wedge shall be fully encapsulated with EPDM rubber and shall seat on the valve body and not the pipe. The resilient wedge shall be totally independent of the carrier pipe.
   d. Valve shall be restrained to the pipe.
   e. Valves shall be suitable for operating pressures up to 250 psi.

L. Plug Valves

1. All plug valves shall be of the non-lubricated eccentric type with resilient faced plugs and shall comply with AWWA C517 requirements. The pipe connections shall be flanged or mechanical joint as required. Flanged valves

shall be in accordance with ANSI B16.1, Class 125 and ANSI B16.5, Class 150. Mechanical joint valves shall be in accordance ANSI/AWWA C111/A21.11. Buried plug valves shall have mechanical joint ends. Valve and gearing shall be rated for a minimum of 150 psi pressure rating.

2. Valves shall be coated with an epoxy coating applied to both the exterior and the interior surfaces prior to assembly of the valves.
3. Unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction], the port area shall be 100% of standard full pipe area. The body of the valve shall be constructed of cast iron ASTM A126 Class B. Valves shall be furnished with permanently lubricated stainless steel or oil-impregnated bronze upper and lower plug stem bushings. These bearings shall comply with current AWWA Standards. Both nut and gear operated valves shall have a 2-inch (50 mm) square nut for operation.
4. Provide brass identification tag imprinted with "SEWER", valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ⅛-inch (6 mm) thick brass with a ¼-inch (8 mm) hole.

M. Check Valves

1. Swing check valves sizes 4-inch (100 mm) through 30-inch (750 mm) shall be constructed of a cast iron body with a bronze seat ring, and a noncorrosive shaft for attachment of weight and lever. Check valves shall comply with AWWA C508 requirements and have a 150 psi minimum pressure rating.
2. The valve disc shall swing completely clear of the waterway when valve is fully open, permitting full flow. The disc shall be cast iron, rubber faced.
3. Check valves shall be flanged in accordance with ANSI 16.1, Class 125, and installed inside a vault or pit.
4. Provide brass identification tag imprinted with "SEWER", valve size, valve type, and direction and number of turns to open. Provide a ¼-inch (8 mm) hole in the brass tag and attach the tag to the end of the locate wire (twist wire around tag). Tag shall be 2-inch (50 mm) diameter and ⅛-inch (6 mm) thick brass with a ¼-inch (8 mm) hole.

N. Tapping Sleeves and Valve Assembly

1. Tapping sleeves and valves sizes 4-inch (100 mm) and larger shall be stainless steel with wraparound gasket style, or ductile iron of the split-sleeve, mechanical joint type. Tapping sleeves shall be rated for a minimum 150 psi working pressure in accordance with ANSI/AWWA C110/A21.10.
2. When tapping an existing asbestos cement pipe, a stainless steel tapping sleeve which contains a full gasketed surface within the sleeve body shall be used due to variances in the manufactured outside diameter of the asbestos cement pipe.
3. Tapping sleeve shall have an outlet flange per ANSI B16.1, Class 125 standard.
4. The Contractor shall determine the outside diameter of the existing main before ordering the sleeve.
5. Tapping valves shall be mechanical joint outlet, non-rising stem, resilient seated gate valves meeting the applicable requirements of ANSI/AWWA C509/C515 and C550 with a minimum design working pressure of 200 psi.
6. Tapping valves shall be specifically designed for pressure tapping with sufficient seat opening to allow full diameter taps to be made.
7. Tapping valves shall be manufactured with an integral tapping flange having a raised lip design.
8. Tapping valves shall be furnished with a combination flange and mechanical joint for connecting the branch to the main.

O. Valve Boxes

1. All valves shall be equipped with valve boxes. The valve boxes shall be heavy, roadway type boxes. The valve box cover shall be marked "SEWER VALVE" or "SEWER".
2. Valve box materials shall conform to the requirements and standards set forth in the [Fulton County Technical Specification for Wastewater Construction].

3. The valve boxes shall be adjustable up or down from the nominal required cover over the pipe. Extensions shall be provided as necessary. A precast concrete ring shall be placed around the valve box opening when outside of paved areas.
4. Valves shall be furnished with extension stems as necessary to bring the operating nut to within 24 inches (600 mm) minimum of the top of the valve box.

P. Tapping Saddles

1. Tapping saddles shall have ductile iron or bronze body with stainless steel, double-tie straps and nuts with pressure rating not less than that of the pipe to which it is to be connected.
2. Saddles shall have a rubber gasket cemented to the body with compatible threading between the saddle and corporation stop. Saddles shall conform to ANSI/AWWA C800 standards.
3. The tapping saddle shall provide full support around the circumference of the pipe, providing a bearing area of sufficient width so that pipe will not distort when the saddle is tightened.

Q. Concrete Vault

1. Concrete vaults shall conform to the requirements and standards set forth in the [Fulton County Technical Specification for Wastewater Construction] and standard details.

R. Air Release Valves

1. Air release, air/vacuum valves, and combination air valves shall be suitable for use with wastewater and manufactured in compliance with ANSI/AWWA C512.
2. Air release valves shall have a small venting orifice to vent the accumulation of air and other gases in the line or system under pressure.
3. Air/vacuum valves shall have a large venting orifice to permit the release of air as the line is filling or relieve the vacuum as the line is draining or is under negative pressure
4. Combination air valves shall have operating features of both the air/vacuum valve and air release valve.
5. Valves shall be suitable for pressures up to 250 psi.
6. Air release, air/vacuum valves, and combination air valves shall conform to the requirements and standards set forth in the [Fulton County Technical Specification for Wastewater Construction] and standard details.

S. Thrust Collars and Thrust Blocks

1. Concrete used for thrust collars or thrust blocks on force mains shall meet the “Class A” requirements for concrete listed in Section 500.
2. Thrust collars shall include welded-on collars attached by the pipe manufacturer or retainer glands. Concrete shall be poured continuous around the pipe and bear against undisturbed earth.
3. Reinforcing steel shall meet the requirements set forth in the Plans or [Fulton County Technical Specification for Wastewater Construction].
4. Mechanical joint restraints shall be utilized in lieu of thrust blocks with the approval of the Utility Owner.

T. Manholes

1. Manholes shall be precast concrete or as indicated in the Plans and per [Fulton County Technical Specification for Wastewater Construction].
2. The minimum diameter for manholes shall be 48 inches (1200 mm). The minimum diameter for inside drop manholes shall be 60 inches 1500 mm). Manhole Types and Classes are described in Section 668.
3. Precast reinforced manholes shall be manufactured in accordance with ASTM C478 and shall have a minimum wall thickness of 5 inches (127 mm). All concrete shall have a minimum compressive strength of 4,000 psi when tested in accordance with ASTM C478.
4. The bases shall be monolithically cast and shall consist of a manhole bottom and a wall which shall extend a minimum of 6 inches (150 mm) above the top of the highest in-flowing sewer. The top of the base section shall be tongue and groove section.

5. There shall be a minimum distance of 6 inches (150 mm) between the invert of the lowest out flowing sewer and floor of the precast base to provide for the construction of a formed invert and bench wall within the manhole. There shall be a minimum 0.05-foot drop between the inlet and outlet inverts. Inverts shall be constructed of 4,000 psi plant mix concrete. Bench shape and discharge of force mains into manholes shall conform to the requirements of the Georgia EPD Guidelines for Sewage Collection Systems.
6. Joints between precast sections shall be sealed by means of rubber O-ring gaskets or flexible butyl rubber sealant.
7. Manholes shall have factory applied coatings on the interior and exterior. Surface preparation and coating application shall comply with the manufacturer's recommendations.
8. Manhole sections shall be rejected if abused during shipping or placement and if pipe openings are not properly aligned.
9. A protective coating or lining for corrosion protection shall be applied to all interior surfaces of manholes when called for in the Plans or [Fulton County Technical Specification for Wastewater Construction].
10. Pipe entry holes shall be either precast or cored. Connections between reinforced concrete manhole structures and sewer pipe shall be flexible connectors conforming to ASTM C 923 latest revision.
11. Frame and covers shall be cast or ductile iron and set in a bed of mortar on the top of the manhole and flush with finished grade. Covers shall be marked as indicated in the Utility Owner standard details.
12. Watertight manhole rings and covers are to be used if the manhole is located within the 100-year floodplain boundary or may be flooded by street runoff.
13. Riser adjusting rings shall be a minimum of 3 inches (80 mm) on cone sections. Manhole adjustment rings shall be sealed with a flexible rubber seal.
14. Drop manhole: Inside or outside drop inlets shall be provided into sanitary sewer manholes for incoming lines having inverts 2 feet (0.6 m) or more above the inverts of the manhole outlet lines. Drop pipes shall be the same size as the sewer that they serve. Openings in walls of precast concrete manholes for outside drop connections shall not be made at joints. Outside drop piping materials and encasement/embedment shall be as indicated in the Plans. Concrete used to encase the outside drop piping shall be 4,000 psi plant mix concrete unless otherwise indicated on the Plans.

660.2.02 Delivery, Storage, and Handling

A. Handle pipe, fittings, valves, and accessories carefully to prevent damage. Handle pipe by rolling on skids, forklift, or front end loader. Do not use material damaged in handling. Slings, hooks, or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior coatings or internal lining of the pipe. Do not use chains in handling pipe, fittings, and appurtenances.

B. To unload pipe, carefully lift and lower it into position using approved padded slings, hooks, or clamps. Furnish equipment and facilities for unloading, handling, distributing, and storing pipe, fittings, valves, and accessories. Make equipment available at all times for use in unloading. Do not roll, drop or dump materials. Any materials dropped or dumped shall be subject to rejection without additional justification.

C. Stored materials including salvaged materials shall be kept in suitable areas safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times. Store and support plastic pipe to prevent sagging and bending. Store plastic pipe and gaskets to prevent exposure to direct sunlight. Valves shall be stored and protected from damage by freezing.

D. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete.

660.3 Construction Requirements

660.3.01 Personnel

A. General Provisions 101 through 150.

B. Construction and installation of all wastewater utilities shall be performed by a Contractor prequalified/registered with GDOT.

C. All work specified in this section shall be performed by a Contractor with a valid Utility Contractor's license issued by the State of Georgia. Sewer service line installation shall be performed by either a Utility Contractor licensed in the State of Georgia or by a Master Plumber licensed in the State of Georgia.

660.3.02 Equipment

A. Ensure all equipment used is in conformance with the requirements and standards set forth in the [Fulton County Technical Specification for Wastewater Construction].

660.3.03 Preparation

General Provisions 101 through 150.

660.3.04 Fabrication

General Provisions 101 through 150.

660.3.05 Construction

A. Finding Existing Underground Utilities and Obstructions

1. Comply with Subsection 107.13 and Subsection 107.21.
2. According to the best information available to GDOT, all known sewer lines, water lines, gas lines, telephone conduits, drainage structures, etc. are shown on the Plans. However, to find such installations, use an electronic pipe and cable finder for locating existing installations or obstructions to the work.
3. Obtain approval from GDOT Project Manager and the Utility Owner prior to disruption of wastewater services required for the installation of the facilities shown on the project Plans.

B. Jack and Bore

Comply with Section 615 for sewer main installations by jack and bore.

C. Directional Drilling

1. Install sewer mains and services by means of directional drilling at locations shown on the Plans or where approved by GDOT or Utility Owner. Provide submittals and follow all relevant procedures and requirements set forth in the [Fulton County Technical Specification for Wastewater Construction].
2. The Contractor shall not initiate horizontal directional drilling until all submittals are received, reviewed, and accepted by GDOT and the Utility Owner, and all required permits are obtained.
3. The Contractor shall select drilling additives and fluid mixture proportions to ensure continuous circulation, bore stability, reduce drag on the pipe, and completely fill the annular space between the bore and the pipe to ensure stability and control settlement.
4. The Contractor shall submit contingency plans for remediation of potential problems that may be encountered during the drilling operations. The contingency plans shall address the observations that would lead to the discovery of the problem and the methods that would be used to mitigate the problem. Potential problems that shall be addressed include:
    a. Loss of returns/loss of circulation of drilling fluid.
    b. Encountering obstruction during pilot bore or reaming/pullback.
    c. Drill pipe or product pipe cannot be advanced.
    d. Deviations from design line and grade exceed allowable tolerances.
    e. Drill pipe or product pipe broken off in borehole.
    f. Product pipe collapse or excessive deformation occurs
    g. Utility strike.
    h. Hydrolock occurs or is suspected.
    i. Excessive ground settlement or heave of ground surface or existing utilities.
    j. Inadvertent returns/hydrofracture or surface spills resulting in drilling fluids entering water or reaching the surface.

5. Pipe damaged in directional drilling operations shall be removed and replaced at no additional expense to GDOT or the Utility Owner.
6. Voids developed or encountered during the installation operation shall be pressure grouted with a grout mix approved by GDOT.
7. Installation shall include a locatable conduit system, with identification markers on each side of GDOT right-of-way where applicable. Two (2) insulated 8 gauge solid copper tracers wire shall be attached to the leading end of the pipe pulling head and shall extend the full length of the installed pipe.
8. The location and alignment of the pilot drill progress shall be continuously monitored for compliance with the proposed installation alignment and for verification of the depth of the bore. Monitoring shall be accomplished by computer generated bore logs which map the bore path based on x, y, z coordinate information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod, and shall be provided to the Inspector on a daily basis. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences shall be reported immediately to GDOT. The Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.
9. Upon completion of the directional drill the Contractor shall furnish GDOT and the Utility Owner an as-built drawing along with a report of the monitoring of the drilling fluids during the pilot hole and back reamed hole.
10. Drilling fluid pressures, flow rates, viscosity, and density shall be monitored and recorded by the Contractor. The pressures shall be monitored at the pump. These measurements shall be included in daily logs submitted to GDOT. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.
11. Management and disposal of drilling fluids shall be the Contractor's responsibility. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. All drilling fluids shall be disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended by GDOT whenever drilling fluids seep to the surface other than in the boring entrance or exit pit, or when a paved surface is displaced.
12. Surfaces damaged by the work shall be restored to their preconstruction conditions at no additional cost to GDOT or Utility Owner, and with no increase in contract time.
13. The following items shall be as shown on the Plans, unless otherwise approved in writing by GDOT:
    a. Entry / exit points
    b. Drill entry / exit angles
    c. Pilot bore path
        1) Radius of Curvature
        2) Entry / exit tolerances: Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to GDOT or Utility Owner and without schedule extension.
14. The pilot bore shall be pre-reamed and reamed using equipment and methods submitted by the Contractor. The Contractor shall completely ream the bore to the final diameter prior to pullback.
15. Pullback: The pipe shall be installed by pulling it into the reamed bore path in a continuous operation, behind a final reaming tool selected by the Contractor. The pipe shall be isolated from excessive torsional and axial stresses by a swivel device with a pre-established breakaway tensile capacity that is lower than the allowable tensile strength of the pipe. The maximum pull (axial tension force) exerted on the pipelines shall be measured continuously and limited to the maximum allowed by the pipe manufacturer with an appropriate factor of safety so that the pipe or joints are not overstressed. The end of the pipe shall be closed during the pull back operation.
16. Pipelines shall be adequately supported during installation so as to prevent overstressing or buckling. The Contractor shall provide adequate support/rollers along the pipe layout area to support the required length of pipe for the bore. The pipe layout area shall be cleared of all large stones, construction debris, or other foreign objects that could

damage the pipe during pullback. The Contractor shall monitor and inspect pipe rollers and method for suspending pipe at entry during the pullback operation to avoid damage to the pipe.

17. The end of the pipe shall be closed during the pull back operation.
18. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately before joining.
19. The Contractor shall at all times handle the pipe in a manner that does not overstress or otherwise damage the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed 50% of yield stress for flexural bending of the pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced by the Contractor at his expense. The Contractor shall take appropriate steps during pullback to ensure that the pipe and tracer wires will be installed without damage.
20. If necessary, the pipe shall have water added as it enters the bore to achieve neutral buoyancy and reduce pullback loads and to ensure that adequate internal pressure is maintained at all points to counter balance collapse pressures.
21. The Contractor shall cease pullback operations if the pipe is damaged and shall remove the pipe from the bore and repair the pipe using the manufacturer's recommended procedure or replace the damaged pipe before resuming installation.
22. Damage to the pipe resulting from manufacturer defects, installation, or grouting is the responsibility of the Contractor, including costs for replacement and labor and materials. To confirm no damage to the pipe, upon completion of pull back, the Contractor shall pull a sphere or pig through the entire length of the pipeline. The pig shall be one inch less in diameter than the internal diameter of the product pipe, capable of allowing water to pass through it, complete with a pulling cable on either side. If the pig or sphere cannot pass through the pipe, it shall be considered collapsed and damaged.
23. After the carrier pipe is completely pulled through the bore, a sufficient relaxation period as recommended by the pipe manufacturer shall be provided before the final pipe tie-in.
24. The Contractor shall conduct a final hydrostatic test of the installed pipeline. Final test shall be in accordance with these specifications. The Contractor shall repair any defects discovered during this test, and repeat until the pipe passes the test.

D. Excavating Trenches

1. The Contractor shall provide all necessary shoring and bracing materials as required to assure safe working conditions and to protect the excavations. The Contractor shall be required to fully comply with all applicable OSHA Excavation Safety Standards. No separate payment shall be made for any special procedure used in connection with the excavation.
2. Excavate trenches to the proper depth and width as follows:
   a. Trench to Grade: Excavated trench bottoms shall be firm, free from boulders, and conform to the established grade. Limit open trench excavation to a maximum of three 300 feet (90 m) ahead of completed backfill.
   b. Care shall be taken not to over excavate except where necessary to remove unstable material, irregularities, lumps, rock, and projections. Unnecessary over excavation shall be replaced at the Contractor's sole expense and in accordance with Subsection 660.3.05.
   c. Excavation carried below the established grade lines shown or established by the Utility Owner shall be backfilled according to Section 207 and Subsection 660.3.05. Use Class I or Class II Soils (defined in Section 810) and firmly compact the soil.
   d. Where the established grade of a trench is in rock, undercut the bottom of the trench by at least 6 inches (150 mm) beneath the pipe or conduit and the greater of 24 inches (600 mm) wider than the pipe/conduit (12 inches or 300 mm each side) or 42 inches (1050 mm) wide, then backfill and compact according to Subsection 660.3.05.
   e. Open cut excavation in pavement and pavement patching shall be according to GA Standard No. 1401. Remove the pavement according to Section 444, except no separate payment shall be made for sawed joints.
   f. Dewatering: Remove all water from excavations and maintain the excavations free of water while construction therein is in progress. Provide dewatering equipment as necessary to conform to this requirement. Dewatering procedures must meet all state and local regulatory requirements.

3. Minimum Trench Depth
    a. Excavate trenches to provide at least 48 inches (1.2 m) cover depth directly above the pipe to the finished pavement surface, sidewalk, grass, etc. unless indicated otherwise on the Plans or by GDOT Project Manager and Utility Owner. In order to avoid existing utilities, it may be necessary for the pipe to be laid shallower or deeper than the minimum cover specified. At such time the Contractor shall not be allowed extra compensation for additional excavation necessary for deeper installations.
    b. Side slopes of the trenches shall be as nearly vertical as practicable. Trenches in excess of 5 feet (1.5 m) deep shall either have the trench sides laid back to conform to OSHA requirements for trench safety, if such area is available within the limits of excavation, or, alternatively, trenches deeper than 5 feet (1.5 m) shall be excavated via trench box or shored and braced.
4. Trench Width: Excavate trenches to uniform widths, wide enough to allow proper installation of pipe, fittings, and other materials, a minimum of 6 inches (150 mm) and a maximum of 12 inches (300 mm) each side of the pipe or conduit.
5. Trench Bell Holes: Excavate bell holes deeply and widely enough to make joints and to allow the pipe barrel to rest firmly on the trench bottom.
6. Trench bottom: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduits. Shape subgrade to provide continuous support of bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes. Remove projecting stones, tree roots, debris, and sharp objects along trench subgrade. Abrupt changes in grade of the trench bottom shall be avoided. Unless otherwise indicated in the Plans or [Fulton County Technical Specification for Wastewater Construction], trenches for force mains shall be graded to avoid high and low points that necessitate air release valves.
7. Excavations may be excavated and refilled either by hand or by machinery. Hand tool excavation shall be conducted where necessary to protect existing utilities and structures.
8. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the Plans, GDOT Project Manager shall be notified immediately before proceeding with any additional work. Such material shall be removed and replaced with suitable material in accordance with Section 205.

E. Connecting to Existing Mains

1. Connect to an existing main with the appropriate fittings according to the Plans or the [Fulton County Technical Specification for Wastewater Construction] and GDOT Project Manager. When making connections under pressure, furnish and use a tapping sleeve and valve assembly or line stop fittings as indicated. Coordinate with Utility Owner 72 hours in advance for wastewater service interruptions and temporary shut-offs. Evening or weekend work may be required to complete direct connections and tie-ins. Connect to existing mains as follows:
    a. Before opening new pipeline trenches, locate the various points of connection to be made into existing pipelines. If necessary, uncover pipelines for the Utility Owner and GDOT Project Manager to prescribe the connections and fittings needed.
    b. Connect to existing pipelines only to meet operating requirements. Cut existing lines only after obtaining the Utility Owner and GDOT Project Manager's permission.
    c. Provide temporary line stops, associated fittings, and bypass pumping as indicated on the Plans and as necessary when cutting and plugging existing sewer mains to prevent service interruptions. Line stop and associated fittings shall be suitable for working pressures of 250 psi.
    d. Connections to existing asbestos cement pipe shall be performed as indicated on the Plans or in [Fulton County Technical Specification for Wastewater Construction]. Cutting, removing, handling, and disposing of asbestos cement pipe shall be in accordance with requirements established by EPA, OSHA, GDOT, NIOSH, and the State of Georgia Environmental Protection Division, and any other applicable laws and ordinances.

F. Laying Sewer Mains and Appurtenances

1. Preparing and Handling Pipes
    a. Thoroughly clean the pipe and fittings before laying them. Keep them clean until accepted.
    b. Use suitable tools and equipment. Do not damage the pipe, especially the lining inside the pipe.

c. Cut pipe in a manner to avoid damage to pipe or lining, leaving a smooth end at right angles to pipe axis. Smooth and bevel edges of cut pipe for push-on, gasket type joints.

d. Bedding shall be provided as specified by the Utility Owner or pipe manufacturer for the type of conditions encountered. Bedding typically consists of granular soil free of lumps, clods, cobbles, and frozen materials, and shall be graded to a firm-but-yielding surface without abrupt changes in bearing value. Unstable soils and rock ledges shall be undercut from the bedding zone and replaced with suitable material.

e. Bed pipe on coarse granular material in flat bottom trench with entire pipe barrel bearing uniformly on coarse granular material, except for an approximately 18-inch (450 mm) gap at pipe balance point for sling removal. Hand excavate and backfill as required to provide uniform and continuous bearing and support for the pipe. Do not support pipe on hubs or end bells. Consolidate coarse granular material under and around pipe up to pipe centerline by tamping.

f. Join pipe with bells facing direction in which laying operation is progressing. Lay pipe upgrade wherever line grade exceeds 10%.

g. Carefully examine pipe for cracks and other defects and do not lay defective pipe. If pipe or castings appear to be cracked, broken, or defective after laying, remove and replace those sections.

2. Alignment and Gradient

a. Ensure that pipe alignment and gradient are according to the lines and grades on the Plans. Pressure pipe alignment shall be either straight or deflected to closely follow true curves. Deflect pipe lines only where required, within allowable horizontal and vertical deflection angles according to the manufacturer.

b. Sewers shall be laid at least 10 feet (3 m) horizontally from any existing or proposed water main. The distance shall be measured edge-to-edge. When local conditions prevent a horizontal separation of 10 feet (3 m), the sewer may, on a case-by-case basis, be laid closer to a water main provided the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18 inches (450 mm) above the top of the sewer.

c. Maintain a vertical separation of at least 18 inches (450 mm) between the crown of sanitary sewers and the invert of existing or proposed water mains with the sewer main located below the water main.

d. Where a vertical separation of 18 inches (450 mm) cannot be provided, and the sewer main cannot be relocated to provide adequate clearance, the section of sewer main passing over or under water mains shall be constructed of materials and with joints that are equivalent to water main standards of construction and in accordance with Section 670, or the sewer line shall be encased in a watertight carrier pipe in accordance with Section 670, extending 10 feet (3 m) on both sides of the crossing measured perpendicular to the water main and shall be pressure tested to assure water-tightness to 150 psi prior to backfilling.

3. Special Requirements for Laying Sewer Mains

a. Excavate, clean, lay, joint, and backfill progressively and uniformly according to these requirements:

1) Never leave pipe in the trench overnight without completely jointing and capping.
2) Do not leave completed pipeline exposed in the trench. Backfill and compact the trench as soon as possible after laying, jointing, and testing are complete.
3) At the close of work each day and when laying pipe, close the exposed end of the pipeline in the trench with an approved wood or metal head or barrier.
4) If necessary to cover the end of an incomplete pipeline with backfill, close the end of the pipe with a satisfactory cap or plug.

G. Installing Sewer Mains by Open Cut

1. Use the following flexible joints for connections inside the roadway shoulders or curbs and gutters:

a. Mechanical Joints

1) When using mechanical joints, thoroughly wash bell sockets, spigots, gland, gasket, nuts, and bolts with soapy water before assembly. Keep these parts wet until the jointing operation is complete.

2) Tighten nuts within the torque range recommended by the manufacturer. Check the tightening tolerance with a torque wrench.

3) If effective sealing is not attained at the maximum recommended torque, disassemble, thoroughly clean, and then reassemble the joint.

4) Do not overstress bolts to compensate for improper installation or defective parts.

b. Push-On Type Joints

1) Use push-on joints made according to the manufacturer's recommendations.

2) Install PVC pipe in accordance with AWWA C605.

3) Install ductile iron pipe in accordance with AWWA C600.

2. Restraints for pipe joints and fittings shall be provided as specified and as shown on the Plans. Restraints shall be installed per manufacturer's recommendations.

3. Buried ductile iron pipe and fittings shall be polyethylene encased as specified and as indicated on the Plans. Polyethylene encasement tubing shall be secured with polyethylene tape and installed in accordance with ANSI/AWWA C105/A21.5.

4. Unless otherwise specified by [Fulton County Technical Specification for Wastewater Construction], provide pipe detection wire on all non-metallic pipe systems. Tape the tracer wire to the top center of the pipe at intervals which prevent wire displacement during backfilling operations. Stub tracer wire up 6 inches (150 mm) above finished grade at all valves. For splices, use direct bury kits. After backfilling is complete, test electrical continuity of each tracer wire segment and provide test results to Utility Owner and GDOT Project Manager.

5. Install continuous underground warning tape during backfilling of trench for underground water distribution piping. Install 12 inches (300 mm) below finished grade, or 6 inches (150 mm) below subgrade under pavements and walkways, and buried directly over piping.

6. Use pipe cutters when cutting pipe or special castings. Do not use a hammer, chisel, or a cutting torch.

7. Force mains that do not meet minimum depth of cover, vertical clearance requirements, or other installation requirements at special locations (e.g. creek crossings) shall include concrete encasement. Concrete encasement shall be installed per [Fulton County Technical Specification for Wastewater Construction].

8. If HDPE pipe is to be installed where high groundwater table or water surrounding the pipe is expected, precautions shall be taken to provide neutral buoyancy to prevent floatation or a change in alignment.

9. Valves on Sewer Mains: Install and joint gate, plug, and check valves in accordance with AWWA C600. Include the valve box and valve marker where required.

10. Air release valves shall be installed at high elevation points on the force main and at locations indicated on the Plans. Air release valves shall be installed in accordance with manufacturer's recommendations.

a. Unless specified otherwise in the Plans or [Fulton County Technical Specification for Wastewater Construction], air release valves shall be installed in a shallow manhole or vault. Automatic air relief valves shall not be used in areas where flooding of the manhole or vault may occur.

b. An isolation valve shall be installed between the air release assembly and the connection to the main.

c. The Contractor shall furnish and install at no additional cost to GDOT or Utility Owner all necessary fittings for the installation of air release valves at high points.

11. Thrust Collars and Thrust Blocks: If required, furnish materials and install thrust collars or concrete blocking along force mains as indicated in Subsection 660.2.01. Form and pour concrete thrust collars or blocks in accordance with the Plans and the [Fulton County Technical Specification for Wastewater Construction]. Blocking shall be poured against undisturbed earth and all forms shall be removed before backfilling.

12. Backfilling

a. Furnish equipment, labor, and when necessary, suitable material to conform with [Fulton County Technical Specification for Wastewater Construction] required for backfilling the pipe line trenches according to Section 207, and as follows:

1) When testing for leaks in open trenches, do not backfill until testing is complete and leaks are eliminated.

2) When retaining pavement adjacent to trenches, replace removed pavement with the same or better material when approved in accordance with the appropriate Section for the pavement type replaced.

3) Place backfill on subgrades free of mud, frost, snow, or ice.

4) Place and compact bedding course on trench bottoms and where indicated. Shape the bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits/pipes.

5) Backfill shall include Class I or Class II Soils as defined in Section 810 or suitable material that conforms with [Fulton County Technical Specification for Wastewater Construction].

6) Backfill shall be placed in two stages: first, side fill to a height of 12 inches (300 mm) above the top of pipe; second, overfill to former surface grade. Side fill shall consist of granular material laid in 6-inch (150 mm) layers each consolidated by mechanical tamping and controlled addition of moisture, to a density of 95% as determined by the Standard Proctor test (AASHTO T-99 Method D) or GDT 67. Overfill shall be layered and consolidated to match the entrenched material in cohesion and compaction. The top 12 inches (300 mm) shall be compacted to 100% of specified density. Consolidation by saturation or ponding shall not be permitted.

7) Soil Moisture Control: Uniformly moisten and aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2% of optimum moisture content. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2% and is too wet to compact to specified dry unit weight.

8) Initial backfill shall be carefully compacted under pipe haunches and evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Place and compact fill and backfill of satisfactory soil to final subgrade elevation. Backfill voids with satisfactory soil while removing shoring and bracing and/or trench boxes.

9) After backfilling, maintain temporary surface restoration per GA Standard No. 1401 until permanent repaving is complete. No separate payment shall be made for replaced pavement.

H. Installation of Manholes

1. Each manhole location within the trench shall be over excavated to receive a minimum of 8 inches (200 mm) of No. 57 stone to establish a firm foundation for the manhole. Where the excavation reveals an unsuitable foundation, whether rock or muck, the Contractor shall remove unsuitable material and install No. 57 stone in 6-inch (150 mm) lifts to a maximum of 2 feet (0.6 m) as a foundation for the structure.
2. All manholes shall be installed plumb.
3. Horizontal joint sealant protruding into the manhole shall be cut smooth against the interior wall. Interior joints shall not be grouted unless otherwise directed.
4. Exterior wrap shall be installed centered over joints between manhole sections. Exterior manhole wall shall be clean prior to installing wrap.
5. Backfill adjacent to manholes shall be mechanically compacted in 12-inch (300 mm) lifts symmetrically around the perimeter of the manhole up to the frame and cover, and in accordance with Subsection 660.3.05.
6. Manholes shall be set flush with finished pavement grades where located beneath roadways, sidewalks, or other paved surfaces.
7. All lifting holes or equipment mounting holes shall be filled in completely and made watertight per manufacturer's recommendations.

I. Connections to Existing Manholes

1. Whenever new sewers are connected to existing manholes, pipe openings shall be core drilled with approved equipment to accommodate new pipe. Such connections to existing manholes shall be installed in accordance with manufacturer's recommendations for neoprene boot, link seal or equal. All cuts shall be coated with an appropriate protective coating.
2. The bottom of the manhole shall be reworked and shaped to accommodate the new connections.

J. Laying Sewer Laterals and Appurtenances

1. Except as modified in this Section, construct and install sewer laterals according to the Plans and the requirements for laying sewer mains. Install service lines at locations shown on the Plans or where designated by the Utility Owner and GDOT Project Coordinators.
2. Trench depth and backfill cover may be adjusted at the discretion of the Utility Owner and GDOT Project Coordinators to provide at least 18 inches (450 mm) of cover.

3. Install wyes or tees in the locations shown on the Plans for connection of existing or future service lines. Install laterals with proper grade and alignment to the property line shown on the Plans.
4. New laterals shall extend from the sewer main to the edge of the right-of-way (no more than 5 feet (1.5 m) from the edge of the right-of-way line) where they shall be plugged using a stopper of appropriate size. Sewer laterals shall be tapped into sewer trunk lines using the appropriate tapping machine.
5. Laterals shall be bedded and backfilled in accordance with bedding requirements shown on the Plans and specified herein.
6. Lateral connections shall not be made by knocking a hole in the main or manhole, inserting the lateral pipe, and sealing with grout.
7. Unless otherwise indicated in the Plans or [Fulton County Technical Specification for Wastewater Construction], sewer laterals shall be a minimum of 6 inches (150 mm) in diameter and shall extend from the main and terminate with a clean-out constructed at the edge of right-of-way.

K. Cutting and Capping Existing Sewer Mains

1. Disconnect by sawing or cutting and removing a segment of existing pipe where cutting and capping or plugging is shown on the Plans or directed by the [Fulton County] or GDOT Project Coordinators. Provide a watertight pipe cap or plug and restraint mechanism to seal off existing mains indicated to remain in service. If sewer main is to be abandoned or removed and not specified to be grout filled, seal ends with a pipe cap or plug or with a masonry plug and minimum 6-inch (150 mm) cover of concrete on all sides around the end of the pipe.
2. The Contractor shall be responsible for uncovering and verifying the size and material of the existing main to be capped or plugged.
3. Abandoned manholes and sewer mains larger than 6 inches (150 mm) shall be removed or filled with flowable fill per Section 600 at the locations indicated on the Plans. Air release valves along abandoned pressure pipe shall be plugged prior to grouting. Prior to backfilling, the bottom of the manhole shall be broken up in such a manner that water will readily pass through and all pipes entering the manhole shall be plugged or grout filled. The top portion of the manhole structure shall be removed in order to establish a minimum of 3 feet cover from subgrade or finished grade when not under the pavement and filled with sand or suitable backfill.
4. Sewer mains shall be cleaned prior to placement of flowable fill. Use concrete or grout pumps capable of continuous delivery at planned placement rate with sufficient pressure to overcome friction and fill the sewer main.

L. Cured-In-Place Pipe (CIPP) Liner Installation

1. Work shall only be performed by personnel trained, experienced, and skilled in the CIPP process.
2. Bypass Pumping: Provide bypass pumping for the flow of sewage around the section or sections of pipe designated for renovation. Accomplish bypass pumping by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole. Pump sizing shall be adequate to handle the flow. Provide bypass pumping during pre-installation and post-installation video inspections and during the CIPP liner installation.
3. Pre-Installation: Inspect pipelines for breaks, obstacles, and service connections by close circuit television (CCTV) and produce permanent video record (DVD). Camera used for inspection shall be equipped with rotating head that is capable of 90 degree rotation for horizontal and 360 degree rotation about its centerline and has a minimum resolution of 400 vertical lines and 460 horizontal lines. Camera shall be operative in 100% humidity. Utilize power winches, TV cable, and power rewinds to move camera through sewer line at a speed less than 30 feet (10 m) per minute. Provide voice over description on the video with stationing of services and areas for point repair indicated on the video. Inspect interior of pipeline to determine existing conditions that may prevent proper installation of the CIPP pipeliner. Designate areas for point repair by evaluating any obstructions that can't be removed by conventional sewer cleaning equipment such as a protruding service connection, dropped joint, or collapse. Confirm locations for all branch service connections. Transfer procession and property rights of the inspection video record to the Utility Owner.
4. Cleaning: Clear the line of all solids and roots. Remove all internal debris from the sewer line to prevent interference with the CIPP. Properly dispose of all debris removed from the sewer line.

5. Point Repair: Excavate and repair any protruding service connection, dropped joint, or collapsed pipe observed during the inspection process.
6. Customer sewer service shall be maintained throughout the duration of the project whenever possible. If maintaining customer sewer service is not possible, limit outage duration for sewer customers to a maximum of 8 hours. Each home or business being affected shall be contacted and informed of the work being conducted, when service will be unavailable, and the duration of the outage. Contact shall be made a minimum of 7 calendar days prior to service outage. Deliver a written notice to each affected home or business a minimum of one business day prior to beginning work informing them when service will be unavailable, the duration of the outage, and a local telephone number for customers to call and discuss any issues.
7. Install CIPP in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6 with the following modifications:
    a. Quantity of resin used for tube impregnation is sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall.
    b. Thorough resin saturation is achieved throughout the length of the felt tube.
    c. Point of vacuum is not further than 25 feet from the point of initial resin introduction.
    d. Vacuum point is no further 75 feet form the leading edge of the resin after a vacuum in the tube is established.
    e. Leading edge of the resin slug is as near to perpendicular as possible.
8. Tube insertion: Position the wetout tube in the pipeline using either inversion or a pull-in method. If pulled into place, utilize power winching equipment suitable for intended purpose and ensure the tube is not damaged as a result of pull-in friction. The tube shall be pulled-in or inverted through an existing manhole or approved access point and shall extend fully to the next designated manhole or termination point.
9. Temperature Monitoring: Place temperature gauges inside the tube at the invert level of each end and monitor the temperature during the CIPP cure cycle.
10. Reopen service connections without excavation.
11. Following installation and reinstatement of service connections, perform post-installation inspection utilizing CCTV requirements for pre-installation.
12. Perform visual inspection of the CIPP pipeliner in accordance with ASTM F1743, Section 8.6.
13. Prepare CIPP pipeliner samples and test physical properties in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. Flexural properties shall meet or exceed the values listed in Table 1 of the applicable ASTM. Provide for testing of flexural properties and reporting of test data for each line segment by an independent testing laboratory accredited by AASHTO Accreditation Program.
14. Obtain wall thickness samples for analysis from each line segment installed and at the end farthest from the cure source. Determine wall thickness of samples as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87.5% of the design thickness as specified in Subsection 660.2.01. Provide for testing of wall thickness samples and reporting of test data for each line segment by an independent testing laboratory accredited by AASHTO Accreditation Program.

M. Relocating, Adjusting, and Removing

1. Sewer Valves and Air Release Valves
    a. Relocate, adjust to grade, or remove valves and valve boxes according to the Plans or as designated by the GDOT Project Manager and Utility Owner.
    b. Protect items during removal and relocation. Contractor shall replace lost or damaged Items at no expense to GDOT.
    c. Disconnect each joint before removing items from the trench.
    d. Test for leakage, adjust, and retest until no leaks appear.
    e. Backfill as specified in Subsection 660.3.05.
    f. Consider valve boxes part of the valve assembly and remove them intact with the valve.

2. Existing Valve Boxes
   a. Lower, raise, or relocate existing valve boxes to the location and grade established on the Plans or by the GDOT Project Manager and Utility Owner according to Section 611.
3. Lift Stations
   a. Demolish and install new lift station (if required) as indicated on the Plans.
4. Manholes
   a. Frames and covers shall be removed and manhole shall be adjusted to grade. Adjustment shall be made by adding or removing brickwork, concrete, riser rings, or other materials in accordance with the Plans and [Fulton County Technical Specification for Wastewater Construction].
   b. Within roadways, manholes shall be brought to final grade prior to paving. A minimum area of 12 inches (300 mm) wide (from edge of manhole ring) and a minimum of 12 inches deep shall be excavated around the adjusted frame and cover prior to final paving. The excavated area shall be brought to the grade of the roadway base material with a minimum of 3,000 psi concrete in preparation of final paving.
5. Utility related items identified on the Plans to be salvaged are the property of the Utility Owner. Contractor shall coordinate with Utility Owner on delivery of salvaged materials. Should the Utility Owner choose to not accept these materials they shall be removed from the project site as soon as practical.

N. Aerial Crossings

1. When the aerial crossing is accomplished by attachment to a bridge or drainage structure, the crossing shall meet all requirements of the agencies that own or have jurisdiction over such structures.
2. Support must be provided for all joints in pipes utilized for aerial crossings. The supports must be installed to prevent frost heave, overturning, and settlement. Precautions against freezing, such as insulation and increased slope, must be provided.
3. Expansion joints shall be provided between above ground and below ground sewers. Where buried sewers change to aerial sewers, construction shall minimize frost heaving.
4. Aerial installations shall avoid or minimize stream blockage during normal high water events.
5. For pressure pipe, underground valves shall be provided at both ends of the aerial crossing so that the section can be isolated for testing or repair. The valves shall be restrained, easily accessible, and not subject to flooding. An air release/vacuum relief valve shall be installed at all high points along the aerial crossing.
6. Appropriate guards shall be installed at both ends of the aerial crossing to prevent public access to the pipe.

660.3.06 Quality Acceptance

A. Materials Certification

For certain products, assemblies and materials, in lieu of normal sampling and testing procedures by the Contractor, the GDOT, and Utility Owner may accept from the Contractor the manufacturer's certification with respect to the product involved under the conditions set forth in the following paragraphs:

1. Material certifications shall be provided to GDOT, who shall distribute to the Utility Owner. Material certifications shall be approved by GDOT and the Utility Owner prior to construction. The certification shall state/specify that the named product conforms to these specifications and requirements of the Utility Owner and GDOT, and representative samples thereof have been sampled and tested as specified.
2. The certification shall either:
   a. Be accompanied by a certified copy of the test results, or on GDOT QPL list, or
   b. Certify such test results are on file with the manufacturer and will be furnished to the GDOT Project Manager and Utility Owner upon demand.
3. The certification shall state/specify the name and address of the manufacturer and the testing agency and the date of tests; and sets forth the means of identification which shall permit field determination of the product delivered to the project as being the product covered by the certification.
4. Submit certification with two copies of the covered product to the GDOT Project Manager, and Utility Owner.

5. GDOT or the Utility Owner will not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.
6. GDOT and the Utility Owner reserve the right to require samples and test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer. Any materials that fail to meet specification requirements will be rejected.
7. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.
    a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail steel supports for signs, signals and luminaires, and cable wire/strand. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
    b. Records to be provided by the Contractor for this certification shall include a signed mill test report and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
    c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or $2,500.00, whichever is greater.

B. Hydrostatic Testing of Pressure Pipe

1. When the Utility Owner and GDOT Project Manager approve a section of pressure pipe for testing, the Contractor shall furnish the materials, equipment, and labor to conduct the pressure and leakage tests. Use a test pump, pressure gauge, and a means of measuring the water necessary to maintain the required pressure during the prescribed testing time. All pressure and leakage testing shall be done in the presence of the Utility Owner and GDOT Project Manager as a condition precedent to the approval and acceptance of the system. All pipes shall have been thoroughly flushed prior to testing. Simultaneous or separate pressure and leakage tests may be performed.
2. All water for testing and flushing shall be water provided by the Contractor, at no cost to the Utility Owner or GDOT, from an approved source. Flow velocity during line filling shall not exceed 2 feet (0.6 m) per second (fps).
3. Testing Requirements
    a. Force main testing shall be done immediately after installation and backfilling has been completed.
    b. Force mains shall be tested in accordance with the latest revision of AWWA C600 for ductile iron and C605 for PVC under an average hydrostatic pressure of the greater of 1.5 times the maximum working pressure or 150 psi as measured at the lowest point in the system for a minimum of 2 hours. Pressure shall be maintained until all sections under testing have been checked for evidence of leakage.
    c. While the system is being filled with water, air shall be carefully and completely exhausted. If permanent air vents are not located at all high points, the Contractor shall install corporation stops or fittings and valves at such points at no additional expense to the Utility so the air can be expelled as the pipe system is slowly filled.
    d. Makeup water shall be added, as required, to maintain the pressure within 5 psi of the test pressure. The quantity used shall be measured by pumping from a calibrated container. The maximum amount of makeup water allowed shall be determined by the following formula:

$$L = \frac{SD\ P^{0.5}}{}$$

148,000

in which,

L = Allowable Leakage in gallons per hour

S = Length of pipe being tested in feet

D = Nominal pipe diameter in inches

P = Average test pressure during the test in psi gauge

e. Visible leaks shall be corrected regardless of total leakage shown by test. All pipe fittings and other materials found to be defective under test shall be removed and replaced. Lines which fail to meet test requirements shall be repaired and retested as necessary until test requirements are met. No additional compensation shall be made for repairs or retesting.

C. Alignment Testing

1. Straight alignment of gravity sewers shall be checked by either using a laser beam or lamping. Each segment between manholes shall show at least 90% of the full pipe circle visible when looking from manhole to manhole.

D. CCTV Inspection

1. All new gravity sewers shall be inspected via closed-circuit televising (CCTV) in accordance with the [Fulton County Technical Specification for Wastewater Construction]. The Contractor shall thoroughly clean the entire sewer system by jetting or applicable methods prior to the TV inspection. If conditions indicate repairs are necessary, re-televising may be required. The initial inspection shall be scheduled with the Utility Owner and GDOT Project Manager when the Contractor advises that all sewer lines are ready for testing.
2. All TV inspections shall be performed by persons and/or firms qualified in such work.
3. The Contractor shall provide the TV inspection deliverables according to the format indicated in [Fulton County Technical Specification for Wastewater Construction].

E. Manhole Vacuum Testing

1. A vacuum test shall be performed on each manhole to assure water-tightness in accordance with ASTM C1244. The manholes shall be tested separately from sewer lines.
2. If the manhole fails the initial test, necessary repairs shall be made at the Contractor's expense and the manhole retested until a satisfactory test is obtained.

F. Deflection Testing

1. Utility Owner may require deflection tests utilizing a mandrel to be performed on flexible gravity sewer pipes. Deflection tests shall be conducted after the final backfill has been in place to permit stabilization of the soil-pipe system and follow the requirements of [Fulton County Technical Specification for Wastewater Construction]. No mechanical pulling devices shall be used. All pipes not passing this mandrel shall be re-laid or replaced by the Contractor at no additional cost to GDOT or Utility Owner.

G. Leakage Testing

1. The Contractor shall conduct tests to determine the water-tightness of gravity sewers when completed. The Utility Owner shall observe the tests with the Contractor furnishing all required labor, equipment, and materials.
2. Sewers shall be tested in sections with each section extending between two adjacent manholes or from the end of the sewer to the nearest manhole. The Contractor shall utilize an infiltration test, an exfiltration test, or a low pressure air test at the direction of the Utility Owner and in accordance with the [Fulton County Technical Specification for Wastewater Construction].
   a. Infiltration: Each section shall be covered with no less than two feet (0.6 m) of water above the top of the pipe at the highest point. The infiltration will be measured by means of a weir located in the downstream manhole.

The pressure head of 2 feet (0.6 m) shall be maintained for a period of not less than 24 hours before the weir measurements are made.

b. Exfiltration: The sewer at the upstream side of the lower manhole and the upstream side of upper manhole in each section shall be closed with a watertight bulkhead and the sewer filled with water until the water elevation in the upstream manhole is not less than two feet (0.6 m) above the top of the sewer pipe or two feet (0.6 m) above ground water elevation in the trench, whichever is higher. The exfiltration will be determined by measuring the amount of water required to maintain the above stated water elevation for a period of one hour from the start of the test. The entire length of section to be tested shall be filled and maintained full of water for a period of approximately 24 hours prior to the start of the test.

c. The amount of exfiltration or infiltration shall not exceed 50 gallons per inch of pipe diameter per 24 hours per mile of sewer in each and every section tested in accordance with the above.

d. In the event the allowable leakage rates are not met, the Contractor shall determine the location(s) where excess water is entering or leaving the sewer. The sewer and/or the manholes shall be repaired and retested until the leakage in the sewer is within the allowable limits.

3. Air test: Low pressure air testing shall be completed to detect leaks in sewers where hydrostatic testing is not practical. The Contractor shall perform the low pressure air test as specified in ASTM C924 for concrete and Uni-Bell UNI-B-6-98 for plastic pipe.

660.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

660.4 Measurement

Incidentals including excavation, rock removal, backfilling, flushing, testing, temporary water connections, pavement removal, pavement replacement, and other incidentals required for the installation of water distribution items are not measured for separate payment and shall be included in the applicable Pay Items below. Gravity sewer mains, manholes, force mains, and laterals, and associated items of work in this Specification, complete, in place, and accepted, are measured for payment as follows:

A. Ductile Iron Sewer Main

Ductile iron sewer mains shall be measured in linear feet (meters) for each size and thickness class installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

B. PVC Sewer Main

PVC sewer mains shall be measured in linear feet (meters) for each size and thickness installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

C. Fusible PVC Sewer Main

Fusible PVC sewer mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

D. HDPE Sewer Main

HDPE sewer mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

E. Concrete Sewer Main

Concrete sewer mains shall be measured in linear feet (meters) for each size and type installed. Measurement shall be horizontally above the centerline of the pipe and shall include the length of valves and fittings.

F. Ductile Iron Fittings

Ductile iron fittings shall be included in the overall pipe measurements acceptably installed. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, and reducers.

G. Restrained Joints

Joint restraints used with the installation of PVC or ductile iron pipe shall be included in the overall pipe measurements acceptably installed on the number of each size restraint device installed.

H. Manholes

Manholes shall be measured on an individual basis on the depth and type of manhole acceptably installed in accordance to Section 668.

I. Connection to Existing Manholes

Connections to existing manholes shall be included in the Contract price for sewer line connection acceptably installed.

J. Gate Valves

Gate valves shall be measured on an individual basis for each size valve and box assembly acceptably installed.

K. Check Valves

Check valves shall be measured on an individual basis on the number of each size valve and box assembly acceptably installed.

L. Plug Valves

Plug valves shall be measured on an individual basis on the number of each size valve and box assembly acceptably installed.

M. Tapping Sleeve and Valve Assembly

Tapping sleeve and valve assemblies shall be measured on an individual basis on the number of each size tapping sleeve and valve assembly acceptably installed.

N. Sewer Laterals

Sewer laterals shall be measured on an individual basis on the size of lateral acceptably installed.

O. Air Release Valve Assemblies

Air release valve assemblies shall be measured on an individual basis on the number of each size and type of air release valve assembly acceptably installed.

P. Steel Casing

Steel casing pipe of the wall thickness and diameter specified shall be measured by the linear foot for each size and thickness of steel casing pipe installed. Measurement shall be horizontally above the centerline of the casing.

Q. Relocation of Existing Air Release Valves

Relocation of existing air release valves shall be measured on an individual basis on the number of each acceptably relocated.

R. Adjustment of Existing Valve Boxes to Grade

Adjustment of existing valve boxes adjusted to grade in their original locations shall be measured on an individual basis on the number of each acceptably adjusted.

S. Removal of Air Release Valves

Removal of existing air release valves shall be measured on an individual basis on the number of each removed.

T. Removal of Manholes

Removal of existing manholes shall be measured on an individual basis on the number of each manhole removed in accordance to Section 610.

U. Adjustment of Manholes

Adjustment of existing manholes adjusted to grade in their original locations shall be measured on an individual basis on the number of each manhole acceptably adjusted in accordance to Section 611.

V. Reconstruct Manhole

Reconstruction of existing manholes to grade in their original locations shall be measured on an individual basis on the number of each acceptably reconstructed manhole in accordance to Section 611.

W. Adjustment of Cleanout

Adjustment of cleanouts to grade shall be measured on an individual basis on the number of each cleanout acceptably adjusted in accordance to Section 611.

X. Concrete Thrust Blocks

Concrete thrust blocking installed shall be measured as indicated in Section 500 per cubic yard of concrete acceptably installed. When Concrete Thrust Blocks is not shown as a pay item, include the cost of the work in the bid price for the sewer pipe.

Y. Concrete Thrust Collars

Thrust collars shall be measured on an individual basis on the number of each size thrust collar acceptably installed. When Concrete Thrust Collars is not shown as a pay item, include the cost of the work in the bid price for the sewer pipe.

Z. Cut and Plug Sewer Main

Cutting and plugging of sewer mains shall be measured on an individual basis per each instance of cutting and plugging existing mains as shown on the Plans.

AA. Removal of Sewer Mains

Removal of sewer mains shall be measured per linear foot for each size pipe actually removed in accordance to Section 610. Measurement shall be horizontally above the centerline of the pipe removed and shall include the length of valves and fittings.

BB. Line Stop

Line stops shall be measured on an individual basis on the number of each size line stop actually installed.

CC. Flowable Fill

Flowable fill shall be measured as indicted in Section 600 per cubic yard of flowable fill acceptably installed. When flowable fill is not shown as a pay item, include the cost of the work in the bid price for the appropriate item.

DD. Cured-In-Place-Pipe (CIPP) Liners

CIPP liners shall be measured per linear foot for each size CIPP installed. Measurement shall be horizontally above the centerline of the host pipe from center of manhole to center of manhole.

EE. Insertion Valve

Insertion valves shall be measured on an individual basis on the number of each size valve acceptably installed.

FF. Closed Circuit Television (CCTV) Inspection

CCTV inspection shall be measured per linear foot of CCTV inspection price to be included in the Contract price for sewer pipe acceptably performed.

GG. Three-Dimensional (3D) Survey

Three-dimensional survey shall be measured as one lump sum for a complete and accepted survey price to be included in the Contract price for sewer pipe acceptably performed.

660.4.01 Limits

General Provisions 101 through 150.

660.5 Payment

The Contract Unit Price for each Item, complete and accepted, shall include all costs incidental to the construction of the item according to the Plans and as specified in this Section. The unit prices bid shall include due allowance for the salvage value of all materials removed from existing or temporary lines and not installed in the completed work. All such surplus items shall become the property of the Contractor unless such surplus items are specified to be salvaged. Payment for any item listed below is full compensation for the Item or Items complete in place.

A. Ductile Iron Sewer Mains

Ductile iron sewer mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, connections to existing mains, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

B. PVC Force Main

PVC sewer mains shall be paid for at the unit price per linear foot for each diameter and thickness pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, joints and jointing materials, anchoring, tracer wire, warning tape, protection of existing utilities, connections to existing mains, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

C. PVC Gravity Main

PVC sewer mains shall be paid for at the unit price per linear foot for each diameter and thickness pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, joints and jointing materials, tracer wire, warning tape, protection of existing utilities, connections to existing mains, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

D. Fusible PVC Sewer Main

Fusible PVC sewer mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, joints and jointing materials, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing sewer mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

E. HDPE Sewer Main

HDPE sewer mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, entry/exit pits, installation of pipe, tracer wire, warning tape, mechanical joint adapters, protection of existing utilities, connections to existing mains, fusion process materials and equipment, directional drilling materials and equipment, tracking system, assembling, welding, supporting, stringing, pulling, pigging, cleaning, flushing, backfilling, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, and restoration, and all incidentals necessary to place the pipe into service except where such items are shown to be paid for under a separate Pay Item.

F. Concrete Sewer Main

Concrete sewer mains shall be paid for at the unit price per linear foot for each diameter pipe installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of pipe, anchoring, tracer wire, warning tape, protection of existing utilities, connections to existing mains, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean backfill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the pipe into service.

G. Ductile Iron Fittings

Ductile iron fittings will not be paid for separately but shall be included in the overall pipe measurements acceptably installed each fitting as denoted in the manufacturers' catalogues and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of fittings, joints and jointing materials, anchoring, warning tape, polyethylene encasement, protection of existing utilities, flushing, backfilling, backfill materials, disposal of unsuitable backfill material, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, all other related and necessary materials, work, and equipment required to install a complete and operable pipeline fitting. This Item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, couplings, and reducers.

H. Restrained Joints

Restrained joints not be paid for separately but shall be included in the overall pipe measurements acceptably installed each fitting as denoted and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting, shoring, installation of the restraint device, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the restrained joint.

I. Gate Valves

Gate valves shall be paid for at the unit price per each size gate valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the gate valves including valve box, concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

J. Plug Valves

Plug valves shall be paid for at the unit price per each size plug valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the butterfly valves (including valve box), concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the plug valve and place it in service.

K. Check Valves

Check valves shall be paid for at the unit price per each size check valve and box assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the check valves, concrete vault or manhole, concrete pad or collar, valve identification disc, valve marker, valve tag, polyethylene encasement, protection of existing utilities, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration and all work and materials necessary to install the check valve and place it in service.

L. Tapping Sleeve and Valve Assembly

Tapping sleeve and valve assemblies shall be paid for at the unit price per each size tapping sleeve and valve assembly installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of tapping sleeves and valve assemblies including valve box, concrete pad or collar, valve marker, polyethylene encasement, protection of existing utilities, tapping the force main, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities utility crossings, dewatering, trench stabilization,

clean-up, restoration, and all work and necessary hardware to install the tapping sleeve and valve assembly and place it in service.

M. Manholes

Sanitary sewer manholes shall be paid for at the unit price in accordance to Section 668 ,according to the depth and type of each manhole installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of manholes including ring and covers, inverts, coatings, protection of existing utilities, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the manhole and place into service.

N. Drop Manholes

Sanitary sewer drop manholes shall be paid for at the unit price per each manhole installed in accordance to Section 668 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of manholes including ring and covers, inverts, coatings, outside drop piping and fittings, concrete encasement, protection of existing utilities, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the manhole and place into service.

O. Connections to Existing Manholes

Connections to existing manholes shall be paid for in the Contract Price for sewer pipe and shall cover the cost for all material, transportation, labor, equipment, excavation, sheeting and shoring, installation of manhole connection, rework of inverts, grout, coatings, protection of existing utilities, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to acceptably install the manhole connection.

P. Sewer Laterals

Sewer laterals shall be paid for at the unit price per size of each size installed to the property line and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, piping, installation of sewer lateral including connection to existing pipe, cleanout, cleanout marker, fittings including wyes, bends, pipe, cap with screw plug, tracer wire, casting, concrete collar or pad, valve box and cover, bypass pumping (as required), protection of existing utilities, backfilling, backfill materials, disposal of unsuitable backfill material, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the sewer lateral into service.

Q. Cleanouts

Sewer cleanouts shall be paid for at the unit price per each cleanout installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, piping, installation of cleanout including connection to existing pipe, fittings including wyes, bends, pipe, cap with screw plug, tracer wire, casting, concrete collar or pad, valve box and cover, bypass pumping (as required), protection of existing utilities, backfilling, backfill materials, disposal of unsuitable backfill material, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the cleanout into service.

R. Air Release Valve

Air release valves shall be paid for at the unit price per each size and type of air release valve installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the air release assembly, tapping saddle, isolation valve, reducers, piping, restraints, fittings, tracer wire, concrete manhole or vault, protection of existing utilities, backfilling, backfill materials, disposal of unsuitable backfill material, clean fill, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to place the air release assembly into service.

S. Steel Casing

Steel casing pipe shall be paid for at the unit price per linear foot according to the diameter and thickness of the steel casing installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and

shoring, protection of existing utilities, steel casing pipe, skid, steel straps, coatings, casing spacers, end seals, boring and jacking pits, backfilling, backfill materials, disposal of unsuitable backfill material, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the steel casing except where such items are shown to be paid for under a separate Item. The carrier pipe shall be paid for as a separate Pay Item.

T. Relocation of Existing Air Release Valves

Relocation of air release valves shall be paid for at the unit price per each air release valve assembly relocated and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, removal of existing air release valve assembly, installation at location indicated in Plans, piping, restraints, tracer wire, fittings, adjustment to final grade, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work necessary to locate, remove, and relocate the air release valve except where such items are shown to be paid for under a separate Pay Item.

U. Adjustment of Existing Valve Boxes to Grade

Adjustment of existing valve boxes shall be paid for which shall be paid for in accordance with Section 611, at the unit price per each valve box adjusted to final grade and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, valve case and lid, trench adapter and operating nut extensions/reductions, tracer wire and splices, tracer wire riser and threaded plug, concrete pad, valve identification disc, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to adjust the valve box.

V. Adjustment of Existing Manhole

Manhole tops to be raised or lowered 2 feet (0.6 m) or less are considered adjustment of existing manholes, which shall be paid for in accordance with Section 611, at the unit price per each manhole adjusted to final grade and shall cover the cost of all materials, including new ring and covers for sanitary manholes, transportation, labor, equipment, plugs, riser sections, brick and mortar, adjustment rings, excavation, sheeting and shoring, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to install the new ring and cover and adjust to final grade.

W. Reconstruct Existing Manhole

Manhole tops to be raised between 2 feet (0.6 m) and 6 feet (1.5 m), or tops to be lowered more than 2 feet (0.6 m) are considered the reconstruction of an existing manhole, which shall be paid for which shall be paid for in accordance with Section 611, at the unit price per each manhole adjusted to final grade and shall cover the cost of all materials, including new ring and covers for sanitary manholes, transportation, labor, equipment, plugs, riser sections, brick and mortar, excavation, sheeting and shoring, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to reconstruct the manhole. Tapping a new pipeline into an existing manhole is not considered reconstruction.

X. Adjustment of Cleanout

Adjustment of cleanouts shall be paid for at the unit price per each cleanout adjusted to finished grade and shall cover the cost of all materials, including transportation, labor, equipment, excavation, sheeting and shoring, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to adjust the cleanout to final grade.

Y. Removal of Manhole

Removal of manholes shall be paid for which shall be paid for in accordance with Section 610, at the unit price per each manhole removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheet and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill,

tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work necessary to remove and dispose of manholes including ring and covers.

Z. Removal of Air Release Valve

Removal of air release valves shall be paid for which shall be paid for in accordance with Section 610, at the unit price per each air release valve removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, removal of air release valve assemblies, piping, manholes, concrete vaults and fabricated enclosures, backfilling, backfill materials, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, storage and delivery of air release valves identified to be salvaged, and all work necessary to remove the air release valve.

AA. Concrete Thrust Blocks

Concrete thrust blocks shall be paid for at the unit price per cubic yard of concrete complete in place as indicated in Section 500 and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, concrete, forming, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust block. Concrete Thrust Blocks is not shown as a pay item; include the cost of the work in the bid price for the sewer pipe.

BB. Concrete Thrust Collars

Concrete thrust collars shall be paid for at the unit price per each size of thrust collar and shall cover the cost of all materials, transportation, labor, equipment, excavation, sheeting and shoring, reinforced concrete thrust collars, retainer glands, reinforcement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install a complete thrust collar. Concrete Thrust Collars is not shown as a pay item; include the cost of the work in the bid price for the sewer pipe.

CC. Removal of Sewer Mains

Removal of sewer mains shall be paid for which shall be paid for in accordance with Section 610, at the unit price per linear feet (meters) of the size of sewer main to be removed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, bypass pumping (as required), restoration, and all work and materials necessary to locate, remove and dispose of the pipe and associated appurtenances. Unless indicated for removal as a separate Pay Item, appurtenances to be removed shall include but not be limited to fittings, isolation valves, air release valves, valve boxes, steel casings, casing spacers, service laterals, thrust blocks, and concrete. All such surplus items shall become the property of the Contractor unless specified to be salvaged by the Utility Owner.

DD. Cut and Plug Existing Sewer Main

Cutting and plugging of existing sewer mains shall be paid for at the unit price per each installation and shall cover all materials, transportation, labor, equipment, excavation, sheeting and shoring, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to cut and plug existing sewer mains except where such items are shown to be paid for under a separate Pay Item.

EE. Line Stops

Line stops shall be paid for at the unit price per each size line stop installed and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the line stop assemblies, valves, valve boxes, fittings, restraints, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, tamping, testing, densities, utility crossings, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the gate valve and place it in service.

FF. Flowable Fill

Flowable fill shall be paid for at the unit price per cubic yard of flowable fill installed as indicated in Section 600 and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, flushing, plugging air release valves and service connections, installation of flowable fill, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to complete the installation. When flowable fill is not shown as a pay item for the sewer items, include the cost of the work in the bid price for the appropriate item.

GG. Cured-In-Place-Pipe (CIPP) Liner

CIPP liners shall be paid for at the unit price per linear foot and diameter of liner acceptably installed and shall cover the cost for all materials, transportation, labor, equipment, bypass pumping, cleaning, root removal, flushing, coordination with and protection of existing utilities, distributing project notices, removal of protruding service connections, supplying and installing liner, reinstatement of service connections, inspection, testing, clean-up, restoration, and all work and materials necessary to complete the liner installation including incidentals and associated labor for which payment is not provided under a separate Pay Item. Point repairs shall be paid for under the unit price per linear foot of the diameter and material of pipe being replaced.

HH. Insertion Valve

Insertion valves shall be paid for at the unit price per each size valve inserted and shall cover the cost for all materials, transportation, labor, equipment, excavation, sheeting and shoring, installation of the valve, valve boxes, fittings, restraints, concrete pad or collar, valve identification disc, valve marker, polyethylene encasement, protection of existing utilities, backfilling, backfill material, disposal of unsuitable backfill materials, clean fill, tamping, testing, densities, dewatering, trench stabilization, clean-up, restoration, and all work and materials necessary to install the insertion valve and place it in service.

II. Closed Circuit Television (CCTV) Inspection

CCTV inspection shall be included in the Contract price for sewer pipe inspection acceptably performed and shall cover the costs for all materials, transportation, labor, equipment, excavation, sheeting, shoring, bypass pumping, protection of existing utilities, CCTV inspection, CDs / DVDs, inspection reports, clean-up, restoration, and all work and materials necessary to perform the CCTV inspection.

JJ. Three-Dimensional (3D) Survey

Three-dimensional survey shall be price to be included in the Contract price for sewer pipe, and shall cover the costs for all non-destructive methods of locating installed utilities and associated electronic deliverables per Utility Owner specifications.

Payment will be made under:

Item No. 660	Sewer Force Main, _____ in (mm)	Per linear foot (meter)
Item No. 660	Gravity Sewer Main, _____ in (mm)	Per linear foot (meter)
Item No. 660	Sewer Main, Ductile Iron, _____ in (mm)	Per linear foot (meter)
Item No. 660	Sewer Main, Fusible PVC, _____ in (mm)	Per linear foot (meter)
Item No. 660	Sewer Main, HDPE,_____ in (mm)	Per linear foot (meter)
Item No. 660	San Sewer Pipe, Concrete, _____ in (mm)	Per linear foot (meter)
Item No. 660	Cured-in-Place Pipe (CIPP) Liner, _____ in (mm)	Per linear foot (meter)
Item No. 660	Gate Valve, _____ in (mm)	Per each
Item No. 660	Check Valve, _____ in (mm)	Per each

Item No. 660	Plug Valve, _____ in (mm)	Per each
Item No. 660	Insertion Valve, _____ in (mm)	Per each
Item No. 660	Air Release Valve Assembly, _____ in (mm)	Per each
Item No. 660	Sewer Lateral, _____ in (mm)	Per each
Item No. 660	Line Stop, _____ in (mm)	Per each

660.5.01 Adjustments

General Provisions 101 through 150.

Print Date: 3/27/2024

BRIDGE DESIGN SPECIAL PROVISION CHECKLIST
SPECIAL PROVISIONS REQUIRED FOR STANDARD SPECIFICATIONS,
2021 EDITION AND 2024 SUPPLEMENTAL

P.I. NO.: **0017830**
COUNTY: **FULTON**
LETTING: **March 2025**

SPEC. NO.	REQ'D	DESCRIPTION
154	X	CONSTRUCTION VIBRATION MONITORING
449	X	BRIDGE DECK JOINT SEALS
500		CONCRETE STRUCTURES (BOX GIRDER FALSEWORK)
500		CONCRETE STRUCTURES (HPC PSC MEMBERS)
500		CONCRETE STRUCTURES (MASS CONCRETE)
500		CONCRETE PARAPET, SPCL DESIGN
501		STEEL STRUCTURES (FRACTURE CRITICAL)
501		STEEL STRUCTURES (STATE FURNISHED BEAMS)
502		TIMBER STRUCTURES (TEMPORARY TIMBER WALKWAY)
502		TIMBER STRUCTURES (COMPOSITE MARINE BR TIMBER)
511		REINFORCING STEEL (MECHANICAL SPLICES)
518		RAISE EXISTING BRIDGE
519		CONC BRIDGE DECK OVERLAY W/ HYDRODEMOLITION
519		CONC BRIDGE DECK OVERLAY (BONDED)
519		FAST TRACK CONCRETE OVERLAY OR PATCH
519		CONC BRIDGE DECK OVERLAY (TWO-PART POLYMER)
520		PILING – PREDRILLING IN LIEU OF SPUDDING & JETTING
520	X	PILOT HOLES
521		PATCHING CONCRETE BRIDGE STRUCTURES
523	X	DYNAMIC PILE TESTING (LRFD)
524		DRILLED CAISSON FOUNDATION
627		MSE WALL (LRFD)
628		PERMANENT SOIL NAILED WALL
853		REINFORCEMENT AND TENSIONING STEEL
865		MANUFACTURE OF PSC BRIDGE MEMBERS (HPC)
		NO BRIDGE RELATED SPECIAL PROVISIONS

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

Project: CS III (Buice Road) Over Johns Creek,

Fulton County

PI No. 0017830

Section 154 — Construction Vibration Monitoring

Add the following:

154.1 General Description

This Work consists of performing preconstruction crack surveys, seismograph and other monitoring of construction vibrations, and post construction crack surveys of the buildings and/or walls located on Parcel 1, owner listed as Mokhemar, Mary, Parcel 6, owner listed as Huett, Mary L. & Jeffrey S., Unnumbered Parcel whose owner is listed as Capital House LLC and unnumbered Parcel whose owner is listed as Xiu, Mingjia, adjacent to the proposed project construction on CS III (Buice Road) by procuring the services of a prequalified subcontractor specializing in this work.

154.1.01 Definitions

General Provisions 101 through 150.

154.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

154.1.03 Submittals

A. Prequalification of Subcontractor

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

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

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

A detailed survey plan, monitoring plan, and sequence of work that describes all materials, methods and equipment to be used to complete the crack survey and vibration monitoring.

B. Construction Monitoring

Submit the following documentation during construction monitoring:

Preconstruction Crack Survey Report documenting existing conditions of buildings and walls prior to construction activities in accordance with subsection 154.3.03.B.

Monthly Seismograph Data and Data Summary Report and Activity Log of all construction activities within 500 feet (152 meters) of the seismograph in accordance with subsection 154.3.03.A.1.

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

C. Post Construction

Submit a Post Construction Crack Survey Report in accordance with subsection 154.3.03.D documenting post construction condition of cracks or damage identified in the pre-construction survey and cracks or any other damage potentially caused by construction activities.

154.2 Materials

General Provision 101 through 150.

154.3 Construction Requirements

154.3.01 Personnel

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

154.3.02 Equipment

A. Seismograph

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

154.3.03 Construction

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

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

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

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

A. Seismograph Installation and Monitoring

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

- Date and time of installation
- Coordinates of installed instrument or Station and offset
- Method of transducer attachment
- Name and affiliation of the person installing the instrument

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

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

   Maintain an activity log of all construction activities within 500 feet (152 meters) of the seismograph Include the following data in each log:

   - Location of construction activity
   - Type of construction activity
   - Types and number of construction equipment being used, including model, manufacture and weight.
   - Date and times construction equipment was used.

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

B. Preconstruction Crack Survey

Complete a preconstruction crack survey on the outside and inside of all buildings and/or walls located on Parcel 1, owner listed as Mokhemar, Mary, Parcel 6, (owner listed as Huett, Mary L. & Jeffrey S, Unnumbered Parcel whose owner is listed as Capital House LLC and unnumbered Parcel whose owner is listed as Xiu, Mingjia. Document buildings and walls conditions by taking photographs and detailed notes citing location, length and width of cracks. Compile documentation into a Preconstruction Crack Survey Report and submit to the Engineer.

C. Building Monitoring

Monitor buildings and walls during construction for any new cracks and or elongation or widening of existing cracks. Provide a report of building and walls conditions to the Engineer regarding cracks or any other damage potentially caused by construction activities as complaints are received.

D. Post Construction Crack Survey

Complete a post construction crack survey on the outside and inside of all buildings and on walls located on: Parcel 1, owner listed as Mokhemar, Mary, Parcel 6, owner listed as Huett, Mary L. & Jeffrey S, Unnumbered Parcel whose owner is listed as Capital House LLC and unnumbered Parcel whose owner is listed as Xiu, Mingjia. Document building and walls conditions by taking photographs and detailed notes citing condition of cracks or damage identified in the pre-construction survey; also, location, length and width of cracks or any other damage potentially caused by construction activities.

154.4 Measurement

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

154.5 Payment

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

Payment will be made under:

Item No. 154	Construction Vibration Monitoring	Per Lump Sum

Office of Materials and Testing

Revised: December 15, 2021
First Use Date: May 13, 2019

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

P.I. No: 0017830
Fulton County

SECTION 449 – Bridge Deck Joint Seals

Add the following Subsections to Section 449:

449.1 General Description

- A preformed silicone joint seal, or

449.1.03 Submittals

C. Submissions for Preformed Silicone Joint Seal

The following Preformed Silicone Joint and Adhesive may not be used on this project under this Special Provision 449: Wabo®SPS, and Wabo®Sil Caltrans.

449.2 Materials

J. Preformed Silicone Joint Seal and adhesive.

- The preformed silicone joint seal shall as a minimum:
- Be held in place by a non-sag, high modulus silicone adhesive.
- Be compatible with the following header material: Concrete, Elastomeric Concrete, Epoxy, and Steel.
- Withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The depth of the joint seal shall be recessed below the riding surface throughout the normal limits of joint movement.
- Resistant to ultraviolet rays.
- Resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.

Ensure the joint meets the following physical properties:

Test	Requirements	Test Method
Hardness Type A durometer	53 ± 5	ASTM D 2240
Tensile Strength (min)	550 psi (3.8 Mpa)	ASTM D 412
Elongation at break (min)	350%	ASTM D 412
Tear Strength (min)	80 lb/in (92 kg/cm)	ASTM D 624
Compression set (max)	30% at 350° F	ASTM D 395
Operating temp range (min)	-60° F to 450° F (51° C to 232° C)	

The adhesive shall also have the following properties:

Test	Requirements	Test Method
Sag/flow (max)	3/16" (4.8 mm)	ASTM C 639
Hardness	23 ± 3	ASTM C 661
Tack free time (max)	30 minutes	ASTM C 679
Skin over time (tooling Time) (max)	5 minutes	AT 75° F/50% RH
Cure through to ¼" thickness (max)	16 hours	AT 75° F/50% RH
Resistance to UV	No Degradation	ASTM C 793
Peel Adhesion to substrates (min)	50 lb/in (58kg/cm)	ASTM C 794

449.3.03 Preparation

A. Surface Preparation

2. Preparation for Joint Seal

Remove: "Saw-cutting of the concrete deck may be necessary to provide an acceptable attachment surface for the joint seal".

449.3.05 Construction

H. Preformed Silicone Joint Seal

1. After the concrete, elastomeric concrete, or epoxy header material has developed enough strength to be traffic ready, remove the temporary joint filler (when called for) and thoroughly clean the joint faces of all joint filler.
2. Remove all residue from the joint by lightly sandblasting the interior faces of the joint header. Prior to silicone joint seal installation, ensure surfaces are completely dry and all recommendations of the manufacture have been completed.
3. Clean the preformed silicone joint seal prior to installation by wiping it down with a cloth saturated with denatured alcohol.
4. Apply a 3/8" thick bead of adhesive along both sides of the joint at the depth recommended by the manufacture.
5. Position the joint seal to the proper depth and profile according to manufacture recommendations.
6. Apply a bead of adhesive along the top side of the joint on each side as recommended by the manufacture.
7. Tool the adhesive twice to insure complete contact with the vertical edge.
8. Use of unapproved waterproofing materials and practices not recommended by the joint seal manufacturer to seal post installation leaks is prohibited.

449.3.07 Contractor Warranty and Maintenance

Transmit a copy of the manufacture's standard five-year performance warranty on each installation to the Bridge Maintenance Unit and the Contractor.

The Contractor by acceptance of the work described in this Specification, shall guarantee, to replace defective joint installations due to adhesive or cohesive failure, and failure under normal traffic for a period of (3) three years. Commence the (3) year period on the date of the acceptance of the work. This guarantee shall cover all labor and materials required by the Department to satisfactorily repair and replace defective bridge joints. Transmit a copy of this agreement to the Bridge Maintenance.

Revised January 24, 2008

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

CSIII (Buice Road) over Johns Creek, Fulton County
P.I. NO. 0017830

SECTION 520—PILING

520.3.05.B. Drill Pilot Holes

When pilot holes are required, drill them to the diameter and approximate depth specified on the Plans.

Backfill voids and holes with Class A or better concrete. Furnishing and placing backfill concrete is an incidental part of the work.

The following are not considered pilot holes:

- Holes created by spudding (punching)
- Holes dug to drive piling that is too long to fit leads
- Holes dug to replace a template (if permitted)

Where pilot holes are required in granular material and the material cannot be sealed off using "mudding" drilling methods, drill the pilot hole as follows:

1. Place a casing pipe with a large enough diameter around the boring device.
2. Hold the casing in position until the pilot hole is completed and the pile driving progresses deep enough into the hard material to keep loose material out of the pilot hole.

The use of casing is incidental to the work.

Office of Materials and Testing

8.2.9

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

CSIII (Buice Road) over Johns Creek, Fulton County
P.I. No. 0017830

SECTION 523 - DYNAMIC PILE TESTING

523.1 General Description

The work consists of performing dynamic pile testing using the Pile Driving Analyzer (PDA) to monitor the driving of piles with accelerometer and strain gauges attached to the piles. Piles to be dynamically tested will be identified in the Special Provision or on the Plans. Prior to pile driving, the Engineer will determine production or test piles to be dynamically tested. Perform the dynamic pile testing in accordance with ASTM D4945-12.

Take dynamic measurements during driving of any required piles. Drive the pile as shown in the Special Provisions or on the Plans.

523.2 Materials

Furnish measuring instruments for dynamic pile testing. Attach instruments near the top of the piles with bolts placed in drilled holes. Furnish materials, labor and equipment necessary for installation of the instruments.

523.3 Construction Requirements

Measure wave speed prior to driving piles. Wave speed measurements will not be required for Steel H piles or metal shell piles. When wave speed measurements are performed, place the piles in a horizontal position not in contact with other piles.

Perform dynamic pile testing during driving. Modify the driving to reduce the stress and/or eliminate the damage, should the recommended stress level be exceeded or if damage occurs (determined visually or as indicated by the instrumentation).

Do not exceed the following maximum driving stresses, as determined by the dynamic pile testing:

1. For Steel piles:

   0.9 Fy, where Fy = Yield strength of steel

2. For Prestressed Concrete Piles:

Compression:

$$\sigma_{dr} = (0.85f'_c - f_{pe})$$

Tension in Normal Environments:

$$\sigma_{dr} = (0.095\sqrt{f'_c} + f_{pe})$$

Tension in Severe Corrosive Environments:

$$\sigma_{dr} = \varphi_{da} f_{pe}$$

where;
σ_{dr} = maximum allowed driving stress, ksi
$f'c$= specified minimum 28-day compressive strength of concrete, ksi
fpe= effective prestress in concrete, ksi, (after all losses) at the time of driving taken as 0.78 times the initial prestress force

Re-drive friction piles that do not obtain bearing after a freeze period of a minimum of 24 hours or for a period designated on the Plans, whichever is longer. Reset the gauges if required. Re-strike the pile with a warm hammer until a maximum penetration of 3 inches (76 mm) or 40 blows is reached, whichever occurs first. The Engineer may modify the Pile Driving Objective based on the results of the PDA work.

Provide two weeks' notice prior to the driving of designated piles and cooperate with the Engineer in connection with the performance of Dynamic Pile Testing.

Provide a complete report consisting of but not limited to PDA field monitoring data, results of CAPWAP computer analyses, and recommendations such as pile lengths, hammer fuel setting, and valid driving criteria. Valid driving criteria is defined as having the required hammer having a hammer set greater than 3 blows per inch and less than 10 blows per inch at the driving resistance for that pile. Submit the report electronically in PDF format and the electronic data files of the PDA analysis and CAPWAP to the Geotechnical Bureau and allow seven (7) calendar days for review and approval before proceeding with driving production piles.

523.4 Measurement

The Dynamic Pile Tests performed in accordance with these Specifications will be counted separately for payment. (Refer to plans summary sheet for the required amount of PDA testing.)

523.5 Payment

The Dynamic Pile Test completed and accepted will be paid for at the Contract unit Price. This payment will be full compensation for all costs of complying with this specification, including incidentals, additional work, and any delays incurred in conjunction therewith.

Payment will be made under:

Item No. 523. Dynamic Pile Test_____ . . . . . Per Each

Office of Materials and Testing

Date Submitted: September 5, 2024

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

FULTON COUNTY
P.I. No.: 0017830

Section 641—Guardrail

Add the following to Section 641:

All guardrail and associated anchors used on PI0017830 shall be painted bronze with a satin or flat finish to match similar painted guardrail within the City of Johs Creek. The manufacturer's standards shall be used for guardrail preparation and application of this paint.

A paint sample shall be provided to and approved by the City of Johns Creek prior to application.

All additional costs for labor, paint, and incidental materials shall be included in the guardrail pay item(s).

City of Johns Creek

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

PI # 0017830
Fulton County

Section 107—Legal Regulations and Responsibility to the Public

Add the following to Subsection 107.23:

H. Protection of Ecological Resources

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the known location(s) of these species.

1. All Project personnel shall be advised about the potential presence and appearance of the state protected Chattahoochee crayfish (*Cambarus howardi*) and the federally protected tricolored bat (*Perimyotis subflavus*). Suitable habitat for the Chattahoochee crayfish is present within Johns Creek (Perennial Stream 1). Suitable habitat for the tricolored bat is present in all trees and forested areas and under the City Street (CS) 111/Buice Road bridge over Johns Creek (Perennial Stream 1) (Structure ID: 121-5026-0). Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that Project construction activities have been completed and time charges have stopped. In addition, the Contractor shall be responsible for maintaining one set of pictures and habitat information on the Project site that is easily accessible at all times. If a Project field office is not present, a copy of the pictures and habitat information shall be supplied to the Project personnel to be kept on the Project during construction activities. All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting of the above species in knowing violation of the Endangered Species Act of 1973 and the Georgia Endangered Wildlife Act of 1973.

2. In the event temporary lighting is used during construction, lighting shall be directed away from forested areas from dusk until dawn.

3. Erodible stockpiled materials and excavation spoil should be placed at least 200 feet away from streams, wetlands, and open waters, if feasible. All disturbed soil located within 200 feet of a stream, wetland, or open water shall be mulched daily or covered with erosion control mats until work in such areas has been completed. If mulch is necessary, mulch with tackifiers or soil stabilizers that are anionic and non-oil based (e.g., granular PAM) shall be used to reduce turbidity and increase longevity. Erosion and sediment control devices (e.g., compost filter socks or silt fence) shall be installed around erodible stockpiles and excavation spoils within 200 feet of a stream, wetland, or open water.

4. Within 200 feet of a stream, wetland, or open water, secondary containment and spill response procedures (e.g., spill kits) shall be provided on site for all heavy equipment to prevent the spread of pollutants during oil changes, refueling,

and equipment maintenance. When feasible, mineral based hydraulic fluids should be replaced with synthetic biodegradable hydraulic fluid.

5. Omit the application of lime and fertilizer within 200 feet of Johns Creek (Perennial Stream 1) (see Environmental Resource Impact Table [ERIT] for station numbers).

6. In the event any incident occurs that causes injury to the above species along the Project corridor, the Contractor shall report the incident immediately to the Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1100. With the exception of traffic control and erosion control, all activity shall cease pending consultation by the Department with the United States Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.

7. The Contractor shall keep a log detailing any incidents that cause harm or injury to the above species on or adjacent to the Project until such time that Project construction has been completed and time charges have stopped. Following Project completion, the log and a report summarizing any incidents that caused harm to these species shall be submitted by the Contractor to the Engineer, and via email to the Georgia Department of Transportation Office of Environmental Services (ecology_submittals@dot.ga.gov) with the PI number in the subject line of the email. The Georgia Department of Transportation in turn will provide copies of the report to the United States Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.

8. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

January 11, 2024

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

FULTON COUNTY
P.I. No.: 0017830

SECTION 108 - PROSECUTION AND PROGRESS

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

108.08. Failure or Delay in Completing Work on Time

C. Restrictive Work Hours

1. Failure to re-open travel lanes as specified in Special Provision 150.6.A will result in the assessment of Liquidated Damages in the amount of $1000.00 per hour or portion thereof.

The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

January 11, 2024

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION

FULTON COUNTY
P.I. No.: 0017830

SECTION 150 – TRAFFIC CONTROL

Delete Subsection 150.6 and add the following:

150.6 Special Conditions:

A. Lane Closures

The Contractor shall not install lane closures, pace traffic or move equipment or materials that interferes with traffic on Buice Road between the hours of 7:00 am to 9:00 am and 4:00 pm to 7:00 pm, Monday through Friday.

B. Miscellaneous

1. Milled Surfaces:

   All milled surfaces shall be covered before they are opened to traffic. Failure to cover milled surfaces with asphaltic concrete mix as required by the applicable typical section shall be considered a failure to comply with the requirements of Section 150 Traffic Control and shall result in the assessment of non-refundable deductions as specified in Special Provision Section 150.7.01 Enforcement and Adjustments.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

PI # 0017830
Fulton County

Section 165—Maintenance of Temporary Erosion and Sedimentation Control Devices

Delete the opening text of Subsection 165.3.05 and replace with the following and retain lettered subsections:

As a minimum, clean sediment from all temporary erosion control devices (except temporary sediment basins) installed on the project when:

- One-third the capacity by volume, as measured by depth, has been reached when the erosion control device is within 200 feet of Johns Creek (Perennial Stream 1) (see Environmental Resource Impact Table [ERIT] for station numbers) for added protection of ecological resources (see Special Provision 107.23H); or
- One-half the capacity by volume, as measured by depth, has been reached otherwise for all other erosion control devices (except temporary sediment basins).

Clean sediment from all temporary sediment basins installed on a project when one-third the capacity of the storage volume has been filled.

Handle excavated sediment from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment or waste it in an area approved by the Engineer.

Repair or replace at no cost to the Department any erosion or sediment control device that is not functioning properly or is damaged due to negligence or abuse.



FULTON COUNTY
PUBLIC WORKS DEPARTMENT
TECHNICAL SPECIFICATION FOR WASTEWATER CONSTRUCTION

Part 1 General

1.1 Scope

A. This Section describes products to be incorporated into sewers and accessories and requirements for the installation and use of these items. Furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.

B. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

1.2 Qualifications

A. If requested by the Engineer, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two years.

1.3 Submittals

A. Complete product data and engineering data including shop drawings shall be submitted to the Engineer in accordance with the requirements of Section 01340 of these Specifications.

1.4 Transportation and Handling

A. Unloading: Furnish equipment and facilities for unloading, handling, distributing and storing pipe, fittings, valves and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification.

B. Handling: Handle pipe, fittings, valves and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.

C. Lined pipe shall be handled and transported to prevent damage to linings.

D. The Contractor shall submit, in conjunction with the construction progress schedule, a schedule of deliveries for materials. The Contractor shall coordinate material shipments with the Owner and the material suppliers.

E. The Contractor shall maintain communication with the material suppliers and the Owner as necessary, to keep informed as to scheduled shipment, and upon delivery of materials, the Contractor shall proceed without delay to unload such materials.

F. Upon receipt of materials from the manufacturer, the Contractor shall make an inspection of such materials; check and certify the bill of lading, noting any discrepancies; obtain a proper memorandum signed by the agent of the carrier for any shortage in the shipment, or for any damaged materials received. All bills of lading and any memorandum for shortage or damage of material in the shipment shall be promptly submitted to the Engineer. The Contractor shall be

responsible for distribution of all materials as required to complete the Work. Materials delivered to the Contractor shall be in the custody of the Contractor from the time of receipt by the Contractor of such materials from the carrier until final acceptance of the completed Work. The Contractor shall be responsible for any loss or damage to materials.

1.5 Storage and Protection

A. Store all pipe which cannot be distributed along the route. Make arrangements for the use of suitable storage areas. Inform Owner and Engineer of the location, street address, of the storage area.

B. Stored materials shall be kept safe from damage. The interior of all pipe, fittings and other appurtenances shall be kept free from dirt or foreign matter at all times.

C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. At least two rows of timbers shall be placed between tiers and chocks, affixed to each other in order to prevent movement. The timbers shall be large enough to prevent contact between the pipe in adjacent tiers.

D. Store joint gaskets in a cool location, out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.

1.6 Quality Assurance

A. Product manufacturers shall provide the Engineer with written certification that all products furnished comply with all applicable provisions of these Specifications. All materials which fail to conform to these Specifications shall be rejected.

B. If ordered by the Engineer, each pipe manufacturer shall furnish the services of a competent factory representative to supervise and/or inspect the installation of pipe. This service will be furnished for a minimum of five days during initial pipe installation.

C. After delivery to the site, any materials which have been damaged in transit or are unsuitable for use in the Work shall be rejected and removed from the site.

Part 2 Products

2.1 Ductile Iron Pipe (DIP)

A. Ductile iron pipe shall be utilized where shown on the Drawings, where the depth of cover is less than three (3) feet, at stream crossings and for pipe diameters greater than fifteen (15) inches.

B. Ductile iron pipe shall be manufactured in accordance with ASTM A746. All pipe, except specials, shall be furnished in nominal lengths of 18 to 20 feet. Sizes will be as shown on the Drawings. All pipe shall have a minimum pressure rating as indicated in the following table, and corresponding minimum wall thickness, unless otherwise specified or shown on the Drawings. Pipe wall thickness shall

be determined based on dead loads indicated on the Drawings and the anticipated live loads, assuming a minimum HS 20 live load.

Pipe Sizes (inches)	Pressure Class (psi)
4 – 12	350
14 – 20	250
24	200
30 – 60	150

C. Restrained joint pipe on supports shall have bolted joints and shall be specifically designed for clear spans of 36 feet, minimum.

D. Fittings and Accessories

1. Fittings shall be ductile iron and shall conform to AWWA C110 or C153 with a minimum rated working pressure corresponding to the pipe size and pressure class specified in Paragraph B above, or 250 psi, whichever is greater.

2. Flanged elbow fittings shall be ANSI pattern using short radius elbows except where noted differently on the Drawings. Special fittings, ductile iron wall pipes and sleeves shall conform to the dimensions and details as shown on the Drawings

3. Thrust Collars: Thrust collars shall be welded-on ductile iron body type capable of withstanding a thrust due to 250 psi internal pressure on a dead end from either direction on that pipe size. Weld-on collars shall be continuously welded to the pipe by the pipe manufacturer. Retainer glands may be used for thrust collars where shown on the Drawings and as specified in this Section.

4. Outlets: Pipe outlets shall be welded-on ductile iron pipe. Outlets shall be plain end, mechanical joint. All welding, fabrication and outlet hole drilling shall be performed by the manufacturer. Outlets shall be free of burrs. Sizes shall be as indicated on the Drawings. The outlets and parent pipe shall be welded on minimum Class 53 ductile iron for parent 54-inches and smaller. For pipe larger than 54-inches, parent pipe shall be Pressure Class 350.

5. Solid Sleeves: Solid sleeves shall permit the connection of plain end ductile iron pipe. Solid sleeves shall meet the requirements of ANSI/AWWA C110 for pattern and have a minimum pressure rating of 250 psi. Solid sleeves shall have a mechanical or restrained joint as specified in this Section and as shown on the Drawings. Solid sleeves shall be provided with gaskets suitable for the type of pipe to be connected. Solid sleeves shall be used only in locations shown on the Drawings or at the direction of the Engineer. Solid sleeves shall be manufactured by ACIPCO, U.S. Pipe or McWane (Clow).

E. Joints for Ductile Iron Pipe and Fittings

1. General

a. Joints for ductile iron pipe and fittings shall be mechanical joint, restrained joint, flanged, or push-on joint as shown on the Drawings or specified herein.

b. Unless otherwise shown on the Drawings, specified or directed, all ductile iron pipe laid underground shall be joined using push-on type joints.

c. In all cases, gaskets shall be made of material that will not be damaged by the fluid being transported nor by the environment in which the pipe is installed.

d. Provide the necessary bolts for connections. All bolts and nuts shall be threaded in accordance with ANSI B1.1, Coarse Thread Series, Class 2A external and 2B internal fit. All bolts and nuts shall be made in the U.S.A.

2. Push-On Joints: Push-on joints and gaskets shall conform to AWWA C111/ANSI A21.11. Details of the joint design shall be in accordance with the manufacturer's standard practice such as ACIPCO “Fastite”, McWane (Clow) “Bell-Tite”, or U.S. Pipe “Tyton” joints.

3. Mechanical Joints

a. Joints shall conform to AWWA C111/ANSI A21.11.

b. Bolts and nuts shall be Tee Head Bolts and nuts of high strength low-alloy steel in accordance with ASTM A 242 to the dimensions shown in AWWA C111/ANSI A21.11.

c. Gaskets shall be in accordance with AWWA C111/ANSI A21.11 and shall be constructed of Neoprene.

d. Mechanical joint glands shall be ductile iron.

F. Cement Linings: Pipe and fittings shall be cement lined in accordance with AWWA C104/ANSI/AWWA C104/A21.4. Seal coat is not required.

G. Polyethylene Encasement: Ductile iron pipe shall be encased with polyethylene film. Polyethylene film shall have a minimum thickness of 8 mils and shall meet the requirements of AWWA-C 105.

H. Mechanical Pipe Couplings

1. Pipe couplings shall be installed where shown on the Drawings or as directed by the Engineer.

2. Pipe couplings shall conform to the requirements of Section of these Specifications, unless specified otherwise in this Section.

I. Wall Sleeves and Wall Pipes

1. Where piping passes through concrete structures, furnish and install wall sleeves unless wall pipes or other provisions are specifically shown on the Drawings. Wall sleeves shall be accurately located and securely fastened into position before concrete is poured.

2. Wall Sleeves

a. For pipe sizes smaller than 3-inches, wall sleeves shall be steel oversize sleeves furnished with a full circle, integral, or continuously welded waterstop collar. The sleeve seal shall be the mechanically expanded, synthetic rubber type. Provide all associated bolts, seals and seal fittings, pressure clamps, or plates necessary to achieve a watertight installation. Sleeves shall extend the full thickness of the concrete. Sleeves and seal shall be Link Seal.

b. For larger pipe sizes, wall sleeves shall be statically cast ductile iron mechanical joint wall sleeves. Unless specified or shown otherwise for a specific situation, wall sleeves shall be mechanical joint bell-plain end type with waterstop/thrust collar. The collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Sleeves shall be constructed with studs and mechanical joint [retainer] gland on the air side of the concrete structure. Provide retainer gland where shown on the Drawings. Where the concrete structure is exposed to dirt on one side and is wet on the other side, construct with studs and glands on the dirt side. Wall sleeves shall be equal to ACIPCO A-10771.

3. Wall Pipes

a. Wall pipes shall be either statically cast ductile iron with integral waterstop/thrust collar or centrifugally cast ductile iron with a continuously welded waterstop/thrust collar. The welded on collar shall be attached to the pipe by the manufacturer. The collar shall be capable of withstanding a thrust force caused by a 250 psi dead end load from either direction on that size pipe. Wall pipes shall be furnished uncoated on the outside and cement lined on the inside. Unless specified or shown otherwise, wall pipes shall be flange end type.

b. Wall pipes shall be cast and/or fabricated and lined in one manufacturer's facilities and delivered to the job site ready for use.

2.02 Polyvinyl Chloride (PVC) Gravity Sewer Pipe

A. Where ductile iron pipe is not required (see Article 2.01 Paragraph A above), it is acceptable to use PVC in accordance with ASTM D-3034 (SDR 35) and ASTM 2321 for depths of cover up to twelve feet and for pipe diameters up to fifteen inches. For depths of cover greater than twelve feet, use PVC in accordance with

AWWA C900 SDR 18, or use ductile iron pipe.

B. All pipe shall have a minimum pipe stiffness of 46 psi at five percent deflection as determined by ASTM D 2412.

C. PVC gravity sewer pipe shall be supplied in lengths not longer than 13 feet.

D. Fittings

1. Fittings 15 inches in diameter and less shall be manufactured in accordance with ASTM D 3034. PVC compound shall be 12454B or 12454C as specified in ASTM D 1784.

a. For sizes 8-inches and less in diameter, fittings shall be molded in one-piece with no solvent welded joints. Minimum socket depths shall be as specified in ASTM D 3034, Table 2.

b. For sizes 10-inches and larger in diameter, fittings shall be fabricated from pipe conforming to ASTM D 3034 using solvent welding. No field fabrication of fittings will be allowed. All such fabrication shall be performed at the factory and the fittings shall be delivered ready for use.

E. Joints: Joints for PVC pipe and fittings shall be of the integral bell and spigot type with a confined elastomeric gasket having the capability of absorbing expansion and contraction without leakage, when tested in accordance with ASTM D 3212. Gaskets shall meet the requirements of ASTM F 477. The joint system shall be subject to the approval of the Engineer and shall be identical for pipe and fittings.

F. Manhole Connections

1. Solid Wall Pipe: The sewer shall be connected to manholes utilizing a standard boot section.

2.03 Manholes and Precast Concrete Products

A. Unless otherwise specified, all manhole components, i.e. base sections, riser sections, conical sections and transition sections (spacers) shall be wet cast pre-cast concrete.

B. Precast Concrete Sections

1. Precast concrete sections shall meet the requirements of ASTM C 478 and C 76, latest revision, Class II, Wall B, Type II Portland cement. The minimum compressive strength of the concrete in precast sections shall be 4,000 psi. Reinforcing steel shall meet the requirements of ASTM A 185. Pre-cast concrete sections shall have a minimum 28 day cure time before delivery to the site.

2. The minimum wall thickness shall be one-twelfth of the inside diameter of the base, riser or the largest cone diameter, or 8-inches minimum, whichever is larger. Additionally, the wall thickness shall be sufficient for the proper installation of the rubber boots.

3. The minimum inside diameter of manholes shall be 48-inches, with an opening of 24-inches at the top of the cone.

4. Transition slabs which convert bases larger than four feet in diameter to four foot diameter risers shall be designed by the manhole manufacturer to carry the live and dead loads exerted on the slab.

5. Seal joints between precast sections by means of rubber O-ring gaskets or flexible butyl rubber sealant. Butyl rubber sealants shall meet the requirements of AASHTO M-198. Sealant shall be pre-formed type with a minimum nominal diameter of 1-inch. Butyl rubber sealant shall be equal to Kent Seal No. 2 or Concrete Sealants CS202.

6. In flood plains and locations vulnerable to high rates of inflow and infiltration, manholes shall be lined on the inside with a protective liner approved by the County

7. Drop manholes, manholes with a force main discharge connection and any other manholes that are susceptible to large amounts of hydrogen sulfide shall be lined on the inside with a protective liner approved by the County.

8. The manhole table shall have a flow channel made to conform in shape and carrying capacity to that of the sewers.

C. Brick and Mortar: Brick shall be whole and hardburned, conforming to ASTM C 32 Grade MS. Mortar shall be made of one part Portland cement and two parts clean sharp sand. Cement shall be Type 1 and shall conform to ASTM C 150. Sand shall meet ASTM C 144.

D. Iron Castings

1. For manholes in paved areas, cast iron manhole frames, covers and steps shall meet the requirements of ASTM A 48 for Class 30 gray iron and all applicable local standards. All castings shall be tough, close grained, smooth and free from blow holes, blisters, shrinkage, strains, cracks, cold shots and other imperfections. No casting will be accepted which weighs less than 95 percent of the design weight. Shop drawings must indicate the design weight and provide sufficient dimensions to permit checking. All castings shall be thoroughly cleaned in the shop and given two coats of approved bituminous paint before rusting begins.

2. Manhole frames and covers shall be as shown on the Standard Details.

3. All frames and covers shall have machined horizontal bearing surfaces.

4. All manholes located in paved areas shall have standard frames and covers except where specifically shown otherwise on the Drawings.

5. Only solid manhole covers may be used for sanitary sewers.

6. Watertight covers in paved areas shall be bolt down type and shall be equipped with four 1/2 inch stainless steel bolts and a 1/8 inch red rubber or rubber O ring gasket. Covers shall be rotatable and interchangeable. Bolt holes shall be bored through so that debris entering the bolt hole will fall into the manhole. Bolt holes shall have the full 360 degree circle within the cover's radius when bored through the cover.

7. For all manholes located in unpaved areas, manhole cover and frame shall be manufactured from ductile iron in accordance with ISO 1083. Covers and frames shall be hinged and incorporate a 90 degree blocking system to prevent accidental closure. The hinge box shall include a self- cleaning, dual wiper infiltration plug. Covers shall be one man operable using standard tools and shall be capable of withstanding a test load of 120,000 lbs. Frames shall be circular with a 24" clear opening and shall include a 360º mechanically attached, C-shaped elastomer seating gasket for infiltration control and traffic shock. Covers and frames must have at least five years of successful history in a minimum of five thousand installations and be manufactured by an ISO 9000 certified manufacturer. The frame depth shall not exceed 4 inches, and the flange shall incorporate bedding slots, bolt holes and lifting eyes. All components shall be black coated. Frame weight: 73 lbs. Cover weight: 122 lbs. Total weight 195 lbs.

E. Plastic Steps: Manhole steps of polypropylene molded around a steel rod equal to products of M.A. Industries.

F. Rubber Boots: Provide preformed rubber boots and fasteners equal to those manufactured by Kor-N-Seal or Press Seal Gasket Corporation. Boots may be mechanically attached to the manhole or cast into the walls of the manhole.

G. Riser Rings: Steel or plastic riser rings, varying from ½ inch to 3 inches in height, may be used for minor manhole cover adjustments.

2.4 Miscellaneous Accessories

A. Flexible Adapter Couplings

1. Couplings for pipe sizes 15-inches in diameter and less shall be elastomeric plastic sleeves designed to connect pipes of dissimilar materials. Adapters shall provide a positive seal against infiltration and exfiltration and remain leakproof and rootproof up to 4.3 psi. The adapter manufacturer shall provide all stainless steel clamps and required accessories.

2. Couplings shall be products of Fernco and shall be installed in accordance with the manufacturer's recommendations.

2.05 Electronic Markers

A. Electronic markers shall be buried with utilities to serve as a locating device. Electronic markers shall be the "Ball" type for a depth up to 4-feet and the "Full Range" type for depths greater than 4-feet. Each marker shall be color coded in accordance with APWA standards and produce an industry specific frequency.

Each marker shall contain a passive antenna that requires no internal power source. Markers shall be of water resistant polyethylene shells and impervious to minerals, chemicals, and underground temperature extremes. Electronic markers shall be compatible with 3M Dynatel 1420 EMS-iD Marker Locator. Contractor shall supply one Marker Locator for use during installation and shall turn over Locator to County upon project completion. Markers shall be equal to 3M EMS 1423 XR/iD for wastewater service.

2.6 Concrete

A. Concrete shall have a compressive strength of not less than 3000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches. For job mixed concrete, submit the concrete mix design for approval by the Engineer. Ready mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

Part 3 Execution

3.1 Existing Utilities and Obstructions

A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the Owner. The Contractor shall call the Utilities Protection Center (UPC) (800-282-7411) as required by Georgia law (O.C.G.A.
§§ 25-9-1 through 25-9-13) and all utilities, agencies or departments that own and/or operate utilities in the vicinity of the construction work site, at least 72 hours (three business days) prior to construction, to verify the location of the existing utilities.

B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility owners and allow them to locate their facilities according to Georgia law. Field utility locations are valid for only ten days after original notice. The Contractor shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.

2. Expose the facility to verify its true location and grade for a distance of at least 200 feet in advance of pipeline construction to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.

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

4. Maintain a log identifying when phone calls were made, who was called, area for which utility relocation was requested and work order number issued, if any. The Contractor shall provide the Engineer an updated copy of the log bi-weekly, or more frequently if required.

C. Conflict with Existing Utilities

1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed sewer does not permit safe installation of the sewer by the use of sheeting, shoring, tieing-back, supporting, or temporarily suspending service of the parallel or crossing facility. The Contractor may change the proposed alignment of the sewer to avoid horizontal conflicts if the new alignment remains within the available right-of-way or easement and complies with regulatory agency requirements after a written request to and subsequent approval by the Engineer. Where such relocation of the sewer is not approved by the Engineer, the Contractor shall arrange to have the utility, main, or service relocated.

2. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed sewer does not permit the crossing without immediate or potential future damage to the utility, main, service, or the sewer. The Contractor may change the proposed grade of the sewer to avoid vertical conflicts if the changed grade provides minimum required capacity, maintains adequate cover and complies with regulatory agencies requirements, after written request to and subsequent approval by the Engineer. Where such relocation of the sewer is not approved by the Engineer, the Contractor shall arrange to have the utility, main, or service relocated.

D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.

E. Water, Sewer, and Storm Drain Separation

1. Sewers shall be laid least 10 feet laterally edge to edge from existing or proposed water mains. Where the sewer crosses a water main, the top of sewer pipe must be at least 18 inches below the bottom of the water main. Where 18 inches clear vertical separation cannot be maintained, the sewer pipe shall be mechanical joint DIP coated on the inside with Protecto 401 protective liner or approved equivalent. Where possible, a full joint of sewer pipe shall be centered over the water main. Any deviation shall be requested in writing to the Engineer.

2. Where sewer lines cross under storm drains, the sewer shall be laid such that the top of the sewer is at least 12 inches below the bottom of the storm drain. Where the vertical separation is less than 12 inches, the sewer pipe shall be mechanical joint DIP coated on the inside with Protecto 401 protective linier or approved equivalent.

3. No water main shall be permitted to pass through or come in contact with any part of a manhole.

4. There shall be a minimum 5 feet horizontal separation between parallel gravity and/or force mains

3.02 Construction Along Highways, Streets, and Roadways

A. Install pipe lines and appurtenances along highways, streets, and roadways in accordance with the applicable regulations of, and permits issued by, the Georgia Department of Transportation, Fulton County, and the City having jurisdiction, with reference to construction operations, safety, traffic control, road maintenance and repair.

B. Traffic Control

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

2. Construction traffic control 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 Georgia Department of Transportation, Fulton County and the City having jurisdiction, a minimum of 48 hours in advance of the activity.

4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right-of-way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as “Flagmen Ahead”, shall be removed and replaced when needed.

5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.

6. Construction traffic control devices shall be maintained in good repair, and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.

7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the Georgia Department of Transportation, Fulton County and the City having jurisdiction. Sign panels shall be of durable

materials capable of maintaining their color, reflective character and legibility during the period of construction.

8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current Manual On Uniform Traffic Control Devices for Streets and Highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to insure that they are maintained in the proper position throughout their period of use.

C. Construction Operations

1. Perform all work along highways, streets and roadways to minimize interference with traffic.

2. Stripping: Where the pipe line is laid along road right-of-way, strip and stockpile all sod, topsoil and other material suitable for right-of-way restoration.

3. Trenching, Laying and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.

4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod and any other materials removed from shoulders.

5. Construction operations shall include cleanup and utility exploration.

D. Excavated Materials: Do not place excavated material along highways, streets and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off the pavement in a timely manner.

E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences; property corners; cultivated trees and shrubbery; manmade improvements; subdivision and other signs within the right-of-way and easement. The Contractor shall take extreme care in moving landscape features and promptly re-establishing these features.

G. Maintaining Highways, Streets, Roadways and Driveways

1. Maintain streets, highways, roadways and driveways in suitable condition for movement of traffic until completion and final acceptance of the work.

2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets and roadways by the use of steel running plates. The edges of running plates shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted, as specified

elsewhere up to the existing pavement surface to provide support for the steel running plates.

3. Furnish a road grader or front-end loader for maintaining highways, streets, and roadways. Make the grader or front-end loader available at all times.

4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the work.

3.03 Pipe Distribution

A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.

B. No pipe shall be strung further along the route than 500 feet beyond the area in which the Contractor is actually working without written permission from the Owner. The Owner reserves the right to reduce this distance to a maximum distance of 200 feet in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

C. No street or roadway may be closed for unloading of pipe without first obtaining permission from the proper authorities. The Contractor shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets and roadways upon which pipe is distributed.

D. No distributed pipe shall be placed inside drainage ditches.

E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet from the roadway pavement, as measured edge-to-edge.

3.04 Location and Grade

A. The Drawings show the alignment and grade of the sewer and the position of manholes and other appurtenances. The slope shown on the profile is the slope of the invert of the pipe.

B. Prior to clearing and grubbing, construction staking shall be performed.

C. From the information on the Drawings and the survey points found on the Project site, the Contractor shall perform all surveys necessary for the establishment of the horizontal and vertical alignment of the sewer.

D. Reference Points

1. The Contractor shall take all precautions necessary, which includes, but is not necessarily limited to, installing reference points, in order to protect and preserve the centerline or baseline established by the Engineer.

2. Reference points shall be placed, at or no more than three feet, from the outside of the construction easement or right-of-way. The location of the

reference points shall be recorded in a log with a copy provided to the Engineer for use prior to his verifying reference point locations. Distances between reference points and the manhole centerlines shall be accurately measured to the nearest 0.01 foot.

3. The Contractor shall give the Engineer reasonable notice that reference points are set. The reference point locations must be verified by the Engineer prior to commencing clearing and grubbing operations.

E. Cut Sheets

1. Cut sheets shall be utilized for basis of payment and confirming that the profile is as shown on the Drawings.

2. Prior to beginning installation of any section of the gravity sewer, prepare cut sheets from field run ground elevations and submit them to the Engineer for approval.

3. The survey, from which cut sheets are prepared, may be performed prior to or after clearing and grubbing operations. The surveyor shall obtain an elevation on each bench mark shown on the Drawings and provide this information to the Engineer.

4. No installation of the sewer shall commence prior to approval of the cut sheets.

5. Submittal of cut sheets shall be in accordance with Section 01340 of these Specifications.

6. Cut sheets shall provide the station (to the nearest 1 foot) and the elevation (to the nearest 0.1 foot) at maximum 100 foot intervals, plus at each change in slope of the ground and at each manhole centerline. The cut sheet shall also show the invert elevation of the sewer at the corresponding sewer station. From a straight line interpolation of the data, the Contractor shall calculate and record the station of each point where there is a change in the cut brackets indicated on the Bid form. The Contractor shall calculate and record the length of the sewer between each change in cut bracket. The Contractor shall also indicate the pipe material and class as well as the type of bedding. The slope of the sewer shall also be indicated between manholes. At least one offset hub or temporary bench mark shall be provided at each manhole. Its elevation and the resulting cut from the hub to the manhole invert shall also be shown on the cut sheets.

F. Construction shall begin at the low end of the sewer and proceed upstream without interruption. Multiple construction sites shall not be permitted without written authorization from the Engineer for each site. As a minimum, cut sheets between construction sites shall be submitted and approved before multiple construction sites will be permitted.

G. The Contractor shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the cost of re-establishment of reference points, base lines, center lines and

temporary bench marks as a result of the operations.

3.05 Laying and Jointing Pipe and Accessories

A. Lay all pipe and fittings to accurately conform to the lines and grades established by the Engineer.

B. Pipe Installation

1. Proper implements, tools and facilities shall be provided for the safe performance of the Work. All pipe, fittings and valves shall be lowered carefully into the trench by means of slings, ropes or other suitable tools or equipment in such a manner as to prevent damage to sewer materials and protective coatings and linings. Under no circumstances shall sewer materials be dropped or dumped into the trench.

2. All pipe, fittings, valves and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the Engineer, who may prescribe corrective repairs or reject the materials.

3. All lumps, blisters and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit or any foreign materials before the pipe is laid. No pipe which contains dirt shall be laid.

4. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing or other materials shall be placed in the pipe at any time.

5. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

6. It is common practice to lay pipe with the bells facing the direction in which work is progressing; however, it is not mandatory.

7. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.

8. Polyethylene Encasement: Installation shall be in accordance with AWWA C105 and the manufacturer's instructions. All ends shall be securely closed with tape and all damaged areas shall be completely repaired to the satisfaction of the Engineer.

C. Alignment and Gradient

1. Lay pipe straight in alignment and gradient or follow true curves, where shown on the Drawings, as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.

2. Maintain a transit, level and accessories on the job to lay out angles and

ensure that deflection allowances are not exceeded.

3. The Contractor shall check the invert elevation at each manhole and the pipe invert elevation at least three times daily, start, mid-day and end of day. Elevations shall be checked more frequently if more than 100 feet of pipe is installed in a day or if the pipe is being constructed at minimum slope.

4. The Contractor shall check the horizontal alignment of the sewer at the same schedule as for invert elevations.

D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible as determined by the Engineer. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push-on, mechanical joint, restrained joint or as approved by the Engineer.

E. Joint Assembly

1. Joints shall be assembled in accordance with the manufacturer's recommendations.

2. The Contractor shall internally inspect each pipe joint to insure proper assembly for pipe 30-inches in diameter and larger after the pipe has been brought to final alignment.

F. Cutting Pipe

1. Cut ductile iron pipe using an abrasive wheel saw.

2. Cut PVC pipe using a suitable saw.

3. Remove all burrs and smooth the end before jointing.

4. The Contractor shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push-on or mechanical joint pipe shall be cut.

3.6 Manhole and Precast Concrete Product Construction

A. Construct manholes at locations and as shown on the Drawings.

B. Precast Concrete: Handle sections carefully to prevent cracking or chipping. Provide uniform bedding of the bottom section to prevent uneven loading. Install gaskets and joint sealants in accordance with manufacturer's recommendations to produce a watertight structure.

C. Brick: Bed the bottom and sides of every brick in mortar. Apply a smooth coat of mortar, 3/4-inch thick, on the inside and outside of manhole.

D. Pipe Connections: Seal the connection between the pipe and the manhole as follows:

1. Pipe 36 Inch Diameter and Less: Connect pipe to precast concrete manholes by a rubber boot provided in a cored or precast hole of the proper diameter.

2. Pipe 42 Inch Diameter and Larger: Construct manhole collars as shown on the Drawings after the pipe has been sealed into the manhole.

3. If rubber boots are damaged, replace Type I boots with a new boot and repair Type II boots by constructing a manhole collar.

4. If preformed openings must be enlarged or altered, or if new openings must be made in the field, minimize the amount of material removed to provide closely matched surfaces for grouting.

E. Inverts: Form channels as shown on the Drawings, rounded, and troweled smooth. Maintain consistent grade through the invert.

F. Top Elevations: Build manholes outside of paved areas to 24-inches above finished grade unless otherwise shown on the Drawings or directed by the Engineer. Build manholes in paved areas to existing grades.

G. Drop Connections: Manholes requiring drop connections are shown on the Drawings. Construct drop connections of the same materials as the upstream sewer and in accordance with the details shown on the Drawings.

H. Frames and Covers: Unless frame and cover is at grade, the frame shall be cast into the cone section.

I. Seal all manhole joints and lift holes, both inside and out, with grout. Between precast sections, this is in addition to joint sealant.

J. Invert Elevations: The invert elevations shown on the Drawings shall be for the invert at the centerline of the precast concrete manhole. Prior to setting the laser or other vertical alignment control system for the sewer upstream of the manhole, the Contractor shall verify the elevation of the sewer installed at the manhole. Should the elevation differ from that shown on the Drawings, the Contractor shall take the following corrective action:

1. If the sewer is laid at negative grade, the Contractor shall remove and reinstall the sewer at the correct grade at no additional cost to the Owner.

2. If the sewer is laid at a grade less than that shown on the Drawings, thus reducing the sewer's capacity, the Owner may require the sewer to be removed and relaid at the correct grade at no additional cost to the Owner. As a minimum, the grade to the next upstream manhole shall be adjusted such that the next upstream manhole shall be set at the correct elevation.

3. If the sewer is laid at a grade greater than that shown on the Drawings,

and if the Contractor can show that there are no conflicts with upstream existing utilities or obstructions, the Contractor shall adjust the grade of the next upstream manhole such that the next upstream manhole shall be set at the correct elevation. If such an adjustment, in the Engineer's opinion, is substantial, the grade adjustment shall be spread over multiple sections of the sewer. If such an adjustment, in the Owner's opinion, significantly reduces the sewer's capacity, the Owner may require the Contractor to remove and relay that portion of the sewer laid at the improper grade.

K. Manholes shall be constructed such that their walls are plumb.

3.7 Thrust Restraint

A. Thrust Collars: Collars shall be constructed as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements specified in Article 2.05 of this Section. The welded-on collar shall be attached to the pipe by the pipe manufacturer.

B. Concrete Collars: Construct collars as shown on the Drawings. Concrete and reinforcing steel shall meet the requirements specified in Division 3 of these Specifications.

3.8 Inspection and Testing

A. Clean and test lines before requesting final acceptance. Where any obstruction is met, clean the sewers aby means of rods, swabs, or other instruments. When requested by the engineer, flush out lines and manholes before final inspection.

B. Alignment: Pipe lines shall be straight and show a uniform grade between manholes. Correct any discrepancies discovered during inspection.

C. Pipe joints for sewers 30-inches in diameter and larger shall be air tested individually. The joint tester assembly shall be placed over the joint and shall pressurize the joint area to 4 psi. The pressure shall not drop more than 2 psi in 10 seconds. The joint tester assembly shall be equal to Cherne Industries, Inc.

D. Watertightness: All sewers constructed shall be tested for watertightness to the maximum extent feasible. Infiltration tests and exfiltration tests shall be performed on all new sewers constructed as indicated below, except for those new sewers constructed which have active services tied into it as the pipe is being installed. In such cases the watertightness of the sewers less than or equal to 24-inches shall be based on a visual inspection, and for sewers 30-inches and larger based on the individual joint test as specified below. All visible leaks, including those found via television inspection, shall be repaired.

1. Infiltration Tests:

a. Install suitable weirs in manholes selected by the Engineer to determine the leakage of ground water into the sewer. The maximum length of line for each infiltration test shall be 3,000 feet. Measure leakage only when all visible leaks have been repaired and the ground water is two feet above the top of the

pipe. Install weir for a minimum of four hours before measuring flow. If leakage in any section of the sewer line exceeds 100 gpd/inch diameter/mile, locate and repair leaks. Repair methods must be approved by the Engineer. After repairs are completed, re-test for leakage.

b. Furnish, install, and remove the necessary weirs, plugs, and bulkheads required to perform the leakage tests.

c. Weirs shall be V-notch type equal to Pollard (800)437-1146.

2. Exfiltration Tests: Use when groundwater is not two feet above the top of the pipe.

a. Low-Pressure Air Test: Only sewer diameters less than or equal to 24-inches

Prior to air testing, the section of sewer between manholes shall be thoroughly cleaned and wetted. Immediately after cleaning or while the pipe is water soaked, the sewer shall be tested with low-pressure air. At the Contractor's option, sewers may be tested in lengths between manholes or in short sections (25 feet or less) using inflatable balls pulled through the line from manhole to manhole. Air shall be slowly supplied to the plugged sewer section until internal air pressure reaches approximately
4.0 psi. After this pressure is reached and the pressure allowed to stabilize (approximately two to five minutes), the pressure may be reduced to 3.5 psi before starting the test. If a 1.0 psi drop does not occur within the test time, then the line has passed the test. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test, and the Contractor will be required to locate the failure, make necessary repairs, and retest the line. Minimum test time for various pipe sizes and types is as follows:

Nominal Pipe Size, inches	T (Time Min/100) Feet
	DIP, PVC [2]
6	5.7
8	7.6
10	9.4
12	11.3
15	14.2
18	17.0
21	19.8
24	22.8

[1] Source: ASTM C828 and ASTM C924
[2] Source: ASTM F1417

3. Required test equipment, including inflatable balls, braces, air hose, air source, timer, rotameter as applicable, cut-off valves, pressure reducing valve, 0-15 psi pressure gauge, 0-5 psi pressure gauge with gradations in
0.1 psi and accuracy of ± two percent, shall be provided by the

Contractor. Testing equipment shall be equal to Cherne Air-Loc Testing Systems.

4. The Contractor shall keep records of all tests made. Copy of such records will be given to the Engineer or the Owner. Such records shall show date, line number and stations, operator, and such other pertinent information as required by the Engineer.

5. The Contractor is cautioned to observe proper safety precautions in performance of the air testing. It is imperative that plugs be properly secured and that care be exercised in their removal. Every precaution shall be taken to avoid the possibility of over-pressurizing the sewer line.

E. Deflection Test

1. Test PVC gravity sewer for excessive deflection by passing a mandrel through the pipe. Deflection of the pipe shall not exceed the following:

Nominal Pipe Diameter	Maximum Allowable Deflection
≤ 12-inches	5%
15 to 30-inches	4%
> 30-inches	3%

2. The mandrel size shall be based upon the maximum possible inside diameter for the type of pipe being tested, taking into account the allowable manufacturing tolerances of the pipe. The mandrel shall have an odd number of legs, or vanes, with a quantity of such equal to or greater than nine. The legs of the mandrel shall be permanently attached to the mandrel. A mandrel with variable sizes shall not be allowed. The mandrel shall be constructed of steel aluminum or other material approved by the Engineer, and shall have sufficient rigidity so the legs of the mandrel will not deform when pulling through a pipe. The mandrel dimensions shall be checked by the Engineer before use by the Contractor.

3. Excavate and install properly any section of pipe not passing this test.
Re-test until results are satisfactory.

4. This test shall be performed twice:

a. once within the first 30 days of installation, and

b. once during final inspection, but no sooner than 30 days after pavement and backfill are done, at the completion of the contract.

F. Closed Circuit Television: The interior of the gravity sewers shall be subjected to a post-installation televised inspection. The audio/video tape shall provide an audio description to what is being viewed; provide a continuous running footage indicator between manholes; and be prepared in the presence of the County's Inspector. Prior to Final Acceptance the County shall be provided with one copy

of the TV inspection report and video cassette showing the entire length of gravity sewer being tested. The report shall contain the condition of pipe, type of pipe, depth, location of services, length, type joint, roundness and distance between manholes. Any pipe found to be cracked, leaking, misaligned, bellied or otherwise defective shall be removed and replaced.

G. Manholes: Prior to testing manholes for watertightness, all liftholes shall be plugged with a non-shrink grout, all joints between precast sections shall be properly sealed and all pipe openings shall be temporarily plugged and properly braced.

1. Vacuum Tests: The manhole, after proper preparation as noted above, shall be vacuum tested prior to backfilling. The test head shall be placed at the inside of the top of the cone section and the compression head inflated to 40 psi to effect a seal between the vacuum base and the manhole structure. Connect the vacuum pump to the outlet port with the valve open. A vacuum of 10-inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time (seconds) shall be measured for the vacuum to drop to 9-inches. The manhole shall pass if the time (seconds) is greater than that specified in a table below. If the manhole fails the initial test, necessary repairs shall be made with non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained. Vacuum testing equipment shall be equal to that as manufactured by P.A. Glazier, Inc.

Minimum Test Times for Various Manhole Diameters and Depths

	Diameter (feet)		
Depth (feet)	4	5	6
8	20	28	33
10	25	33	41
12	30	39	49
14	35	48	57
18	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

3.09 Protection and Restoration of Work Area

A. General: Return all items and all areas disturbed, directly or indirectly by work under these Specifications, to their original condition or better, as quickly as possible after work is started.

1. The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

2. All construction areas abutting lawns and yards of residential or

commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.

4. The Engineer shall be authorized to stop all work by the Contractor when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

B. Man-Made Improvements: Protect, or remove and replace with the Engineer's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins and other improvements that may be encountered in the work. Fences crossing easements shall be gated.

C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the Engineer. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.

D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within 30 days to allow proper natural watering of the root system. Repair any damaged tree over 3-inches in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the Contractor. No stumps, wood piles, or trash piles will be permitted on the work site. The Contractor may chip and grind vegetation and spread over the disturbed area if approved by the County.

E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the project in accordance with the applicable codes and rules of the appropriate county, state and federal regulatory agencies.

F. Swamps and Other Wetlands

1. The Contractor shall not construct permanent roadbeds, berms, drainage structures or any other structures which alter the original topographic features within the easement.

2. All temporary construction or alterations to the original topography will incorporate measures to prevent erosion into the surrounding swamp or wetland. All areas within the easement shall be returned to their original topographic condition as soon as possible after work is completed in the area. All materials of construction and other non native materials shall be

disposed by the Contractor.

3. The Contractor shall provide temporary culverts or other drainage structures, as necessary, to permit the free migration of water between portions of a swamp, wetland or stream which may be temporarily divided by construction.

4. The Contractor shall not spread, discharge or dump any fuel oil, gasoline, pesticide, or any other pollutant to adjacent swamps or wetlands.

END OF SECTION

Part 1 General

1.1 Scope

A. The work covered by this Section consists of furnishing and installing all materials and labor necessary to raise or lower manholes as shown on the Drawings, directed by the Engineer, or specified herein.

Part 2 Products

2.1 Materials

A. All materials shall be as specified in Section 02730 of these Specifications.

Part 3 Execution

3.1 General

A. Final manhole cover level shall be flush with final road surface.

B. For outfalls, manhole cover level shall be approximately 24 inches above ground level unless otherwise directed by the Engineer.

C. Safety: Pay particular attention to the requirements for confined space entry and the use of gas monitors and ventilation systems.

3.2 Adjusting up to 3 inches

A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.

B. Take measurements to determine exact height of risers to be used.

C. Add appropriately sized steel risers to ring to raise cover up to 3-inches in height.
If using plastic risers, use combinations of 1-inch or 1½ -inch risers.

D. Replace manhole cover.

3.3 Adjusting greater than 3 inches and less than 12 inches

A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.

B. Take measurements to determine exact height of adjustment required.

C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the Engineer immediately.

D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.

E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.

F. Excavate all material up to a minimum of 10-inches deep around manhole within 60-inch by 60-inch square area.

G. Remove manhole frame and cover to expose cone.

H. Add an appropriate number of pre-cast concrete spacers to cone.

I. If brick layers are found, remove brick and replace with pre-cast concrete spacers.

J. Use at least ¾-inch of non-shrink grout between spacers.

K. Replace manhole frame and seal with at least ¾-inch non-shrink grout.

L. For roadways, backfill using crusher run or other approved material. Compact in 6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

3.04 Adjusting for 12 inches and greater.

A. Remove manhole cover and clean all rust and debris from seating areas with wire brush or other abrasive means to ensure seating areas are completely clean.

B. Take measurements to determine exact height of adjustment required. Determine what combination of manhole risers, pre-cast concrete spacers, and steel or plastic riser rings will be utilized to achieve required adjustment. Obtain approval from Engineer prior to initiating adjustment work.

C. Check for utility locates. If there are any missing utility locates, do not excavate, contact the Engineer immediately.

D. For any excavation work around utilities, perform hand digging until all marked utilities have been exposed and secured.

E. For manholes located in paved areas, saw cut a 60-inch by 60-inch square around manhole cover.

F. Excavate all material around manhole within 60-inch by 60-inch square area to the depth required for the adjustment, using the method of trench stabilization recommended for the specific soil types, depth, and general site conditions per reference material provided as part of the competent person certification. Remove
G. manhole frame, cover, and cone to expose manhole.

H. Add an appropriate number of manhole risers and pre-cast concrete spacers.

I. Seal all joints on the inside with non-shrink grout. Use at least ¾-inch of non-shrink grout between spacers.

J. If brick layers are found, remove brick and replace with pre-cast concrete spacers..

K. Replace manhole frame and seal with at least ¾-inch non-shrink grout.

L. For roadways, backfill using crusher run or other approved material. Compact in

6-inch layers using mechanical tamper, compacted up to 10-inches below ground surface.

3.5 General Clean Up and Restoration

A. In paved areas, after final backfill and compaction, coat the vertical wall faces of the cut pavement with a solution of Portland cement and water mixed to a consistency of heavy paint.

B. Fill the top 10-inches of the excavation with Class “A” high early strength Portland cement that has been dyed to match the surrounding pavement.

C. Before leaving the job site, the area should be thoroughly cleared of all surplus material, debris and tools.

D. Submit completed work order form.

END OF SECTION

Part 1 General

1.1 Scope

A. The work covered by this Section shall consist of furnishing and installing service connections to sewer mains and manholes, of the size and type shown on the Drawings and specified herein.

Part 2 Products

2.1 Materials

A. Connection of service lines or risers to sewer line shall be by means of standard tees or wyes, or as indicated on the Drawings.

B. The cleanout shall be sealed with a threaded cap set in a service box.

C. Service pipe shall be of the same material and quality as the main sewer line.

Part 3 Execution

3.1 Installation

A. Installation of sewer service connection lines shall be in accordance with Section 02730 of these Specifications.

B. Service connections shall be made at the top or from the side at 45 degrees of the sewer line using 6-inch diameter pipe as shown on the Drawings.

C. The service connection shall extend from the sewer line to the edge of the permanent easement or right-of-way and be plugged with a vertical cleanout of the same material.

D. Cleanouts shall be installed on service laterals at the edge of the public right-of-way or easement; at changes in direction greater than 45-degrees; and every 75 feet.

E. Riser connections shall be required when the main sewer line is 10 feet or more below finished grade, unless otherwise directed by the Engineer. Clean out riser pipe shall stop at 4 inches above ground surface.

F. If the service connection ends in rock, the Contractor shall excavate the rock an additional 10 feet beyond the plugged end.

G. Permanent markers approved by the County shall be installed within the public right-of way or easement to facilitate locating of the sewer service lateral in accordance with the requirements of the Georgia Utility Facilities Protection Act.

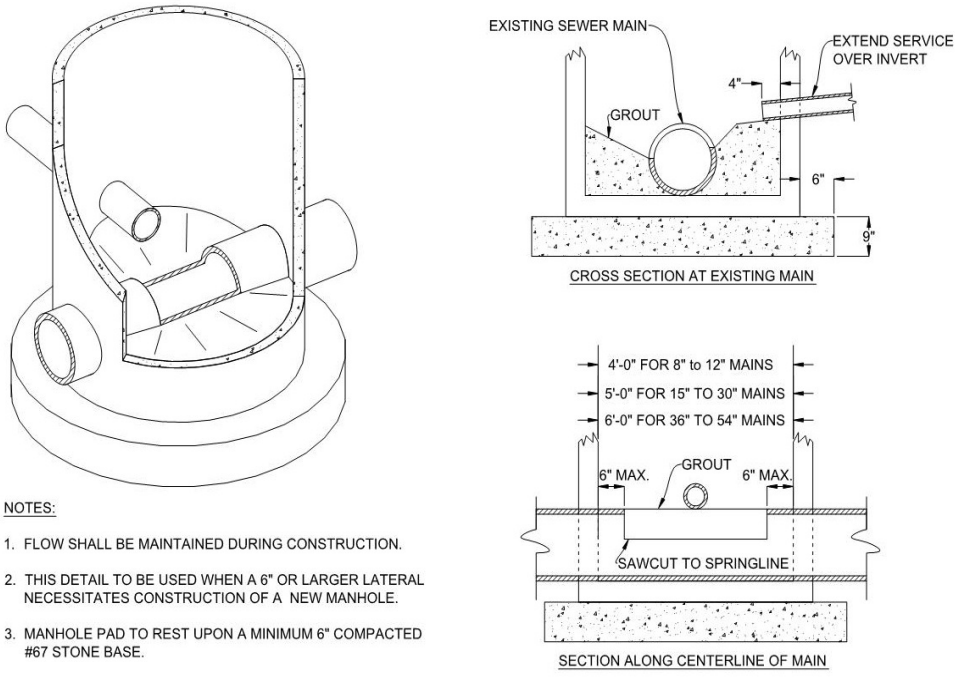
H. Record the location of the wye connection and cleanout on a copy of the contract drawings to be submitted as Record drawings, and on the report form provided by the County.

4. Cast-in-place Manholes or Doghouse Manholes:

4.1 The manholes are indicated on the drawings to be constructed over existing sewers, the existing sewer pipe shall be left undisturbed and the flow maintained through it until the manholes has been completed and accepted or until the receiving facility to where the flow is being diverted is ready to accept the flow. Unless otherwise specified, required or ordered by the Engineer, the Contractor shall carefully excavate around and properly support the existing sewer pipe. On completion and acceptance of the manhole, the top portion of the existing sewer pipe shall be carefully removed and the flow channel formed to the limits and in accordance with the details shown on the drawings.

4.2 Cast-in-place base section is used, the top of the base section shall have a ring-formed joint cast or formed in the section which shall be compatible with the corresponding precast manhole riser sections.

4. 3 Fig.-a doghouse manholes are used, the base slab may be cast-in-place or precast and shall have reinforcing bars extending into the concrete fill used for the flow channel and bench. The doghouse manhole section shall have openings provided by the manufacturer to fit over the existing pipe(s). The opening around the existing pipe(s) shall be sealed with concrete when forming the flow channel to the top of the bench and the remaining opening above the bench with concrete or brick and mortar.



NOTES:

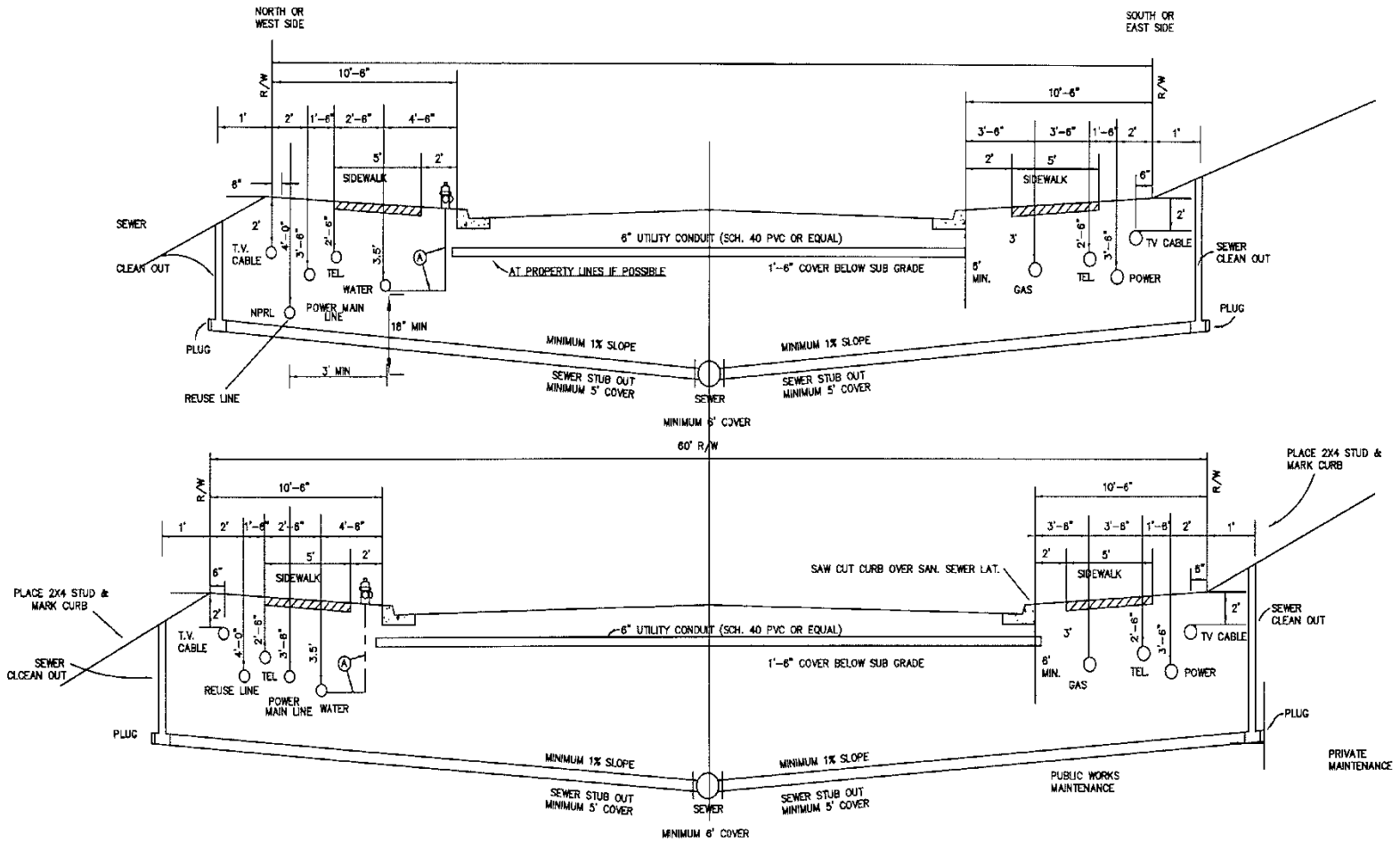
1. FLOW SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS DETAIL TO BE USED WHEN A 6" OR LARGER LATERAL NECESSITATES CONSTRUCTION OF A NEW MANHOLE.
3. MANHOLE PAD TO REST UPON A MINIMUM 6" COMPACTED #67 STONE BASE.

Doghouse Manhole Detail, Fig.-a

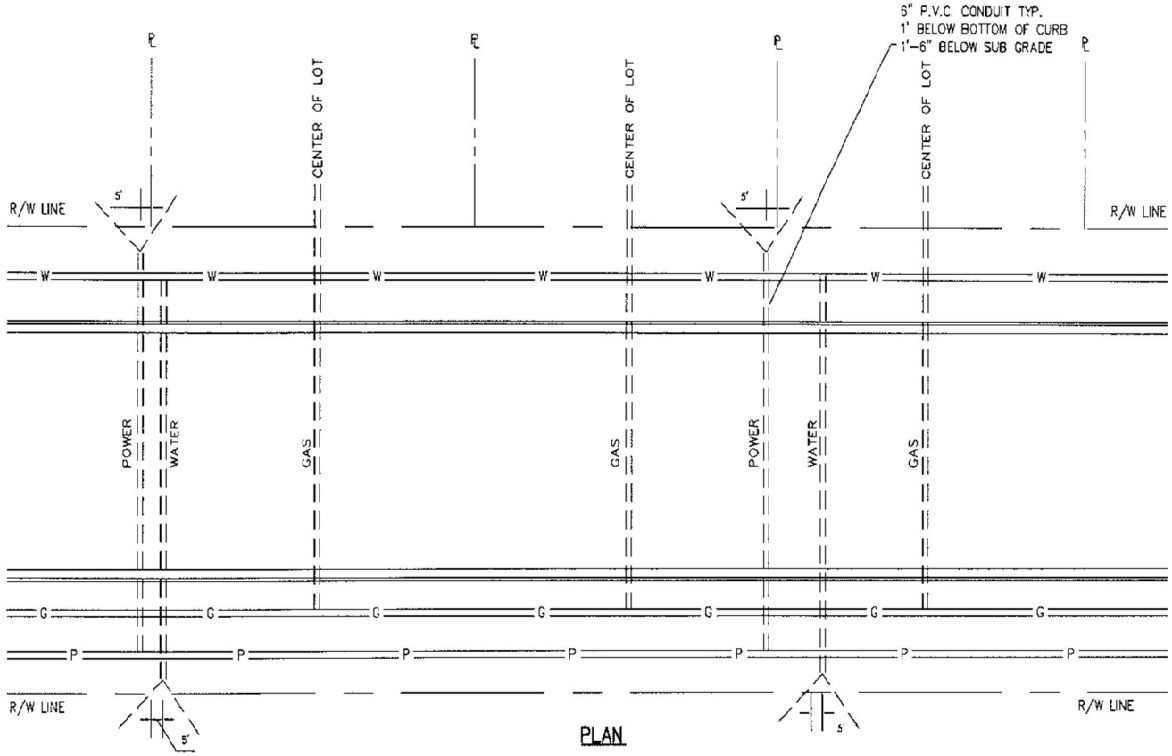
END OF SECTION

APPENDIX A

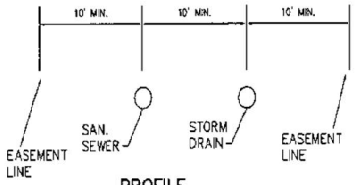
Fulton County Standard Details



FULTON COUNTY STANDARD DETAIL 101 UTILITY LOCATION UNDERGROUND UTILITY WITH REUSE TYPICAL CROSS SECTION		DATE	REVISIONS	DATE	REVISIONS	DGS/DRN/CHKD: CMS APPROVED: REW DATE: 12-2-05	FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 101

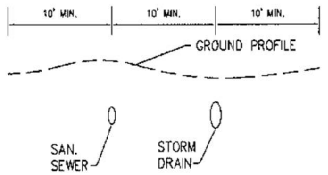


PLAN



PROFILE
N.T.S.

TYPICAL COMBINATION SAN. SEWER
AND STORM DRAIN PERMANENT EASEMENT



PROFILE VIEW
N.T.S.

FULTON COUNTY STANDARD DETAIL 102
CONDUIT LOCATION FOR
UNDERGROUND UTILITIES
COMBINATION SEWER EASEMENT

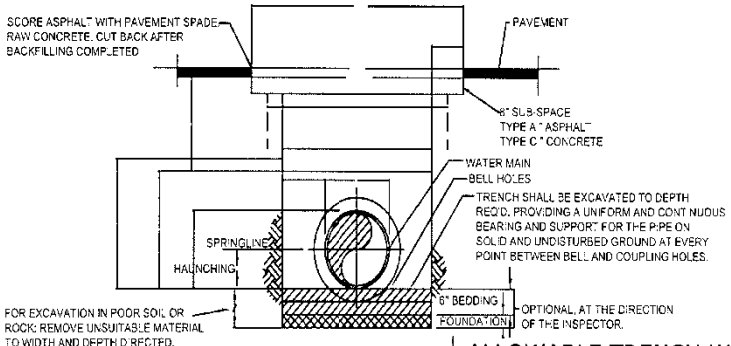
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0498

DRAWING NO.
102



NOTES:

1. COMPACTION: BACKFILLS SHALL BE BUILT-UP IN LAYERS AND EACH LAYER SHALL BE THOROUGHLY COMPACTED BEFORE BEGINNING ANOTHER LAYER. LAYERS SHALL BE NO MORE THAN 6" IN DEPTH. PUDDLING WILL NOT BE PERMITTED, NOR WILL FROZEN OR WET MATERIAL BE PLACED IN TRENCHES.
2. COMPACTION STANDARDS: ALL BACKFILL MATERIALS USED SHALL CONTAIN A SUFFICIENT AMOUNT OF MOISTURE FOR PROPER COMPACTION AND THESE MATERIALS SHALL BE COMPACTED AT NOT LESS THAN 95% OF THEIR OPTIMUM COMPACTION FOR ANY SPECIFIC SOIL CLASSIFICATION AS DETERMINED BY THE MODIFIED PROCTOR TEST A STM. D698.
3. COMPACTION TESTS: COMPACTION TESTS MAY BE REQUIRED IN EXISTING OR PROPOSED STREETS, SIDEWALKS, DRIVES AND OTHER EXISTING OR PROPOSED PAVED AREAS AT VARYING DEPTHS AND AT INTERVALS AS DETERMINED BY THE ENGINEER WITH A MINIMUM OF ONE TEST PER JOB, AND A MAXIMUM OF ONE REQUIRED TEST FOR EACH 400' OR LESS OF WATER MAIN CONSTRUCTION, UNLESS SOIL CONDITIONS OR CONSTRUCTION PRACTICES, IN THE OPINION OF THE ENGINEER, WARRANT THE NEED FOR ADDITIONAL TESTS.
4. NO BOULDERS OR LOOSE ROCKS PERMITTED IN THE BACKFILL AT THE BOTTOM OF PIPE TRENCH TO 2'-0" ABOVE PIPE.
5. ALL DESIGNS BASED ON FULLY COMPACTED BACKFILL AND UNIFORMLY SUPPORTED PIPE.
7. FOR PAVEMENT CUT REPAIRS SEE DRAWING 109.

ALLOWABLE TRENCH WIDTHS

PIPE SIZE (NOM)	A SIDE CLEARANCE INCH		B DITCH WIDTH INCH				C SHORING WIDTH (ADDITIONAL-INCH)	D CUT REPAIR WIDTH FEET			
	SOIL	ROCK	SOIL		ROCK			SOIL		ROCK	
			MJ	SJ	MJ	SJ		MJ	SJ	MJ	SJ
3/4"-2"	2	6	NA	8	NA	14	AS APPROVED	NA	3.00	NA	3.17
4"	9	12	25	23	27	23	AS APPROVED	4.08	3.92	4.25	4.06
6"	9	12	28	28	30	30	AS APPROVED	4.33	4.33	4.50	4.50
8"	9	12	32	30	34	32	AS APPROVED	4.67	4.50	4.63	4.67
10"	9	12	34	32	36	34	AS APPROVED	4.83	4.67	5.00	4.83
12"	9	12	36	34	38	36	AS APPROVED	5.00	4.83	5.17	5.00
14"	9	14	39	36	41	38	AS APPROVED	5.23	5.00	5.42	5.17
16"	9	14	42	38	44	40	AS APPROVED	5.50	5.17	5.57	5.33
20"	9	14	45	44	47	46	AS APPROVED	5.75	5.67	5.92	5.63
24"	9	14	50	48	52	50	AS APPROVED	6.17	6.00	6.33	6.17
30"	9	18	58	54	60	56	AS APPROVED	6.83	6.50	7.00	6.67
36"	9	18	64	61	66	63	AS APPROVED	7.33	7.08	7.50	7.25
42"	9	18	72	64	74	66	AS APPROVED	8.00	7.33	8.17	7.50
48"	9	18	78	73	80	76	AS APPROVED	8.50	8.08	9.34	8.25

FULTON COUNTY STANDARD DETAIL 103
ALLOWABLE TRENCH WIDTHS

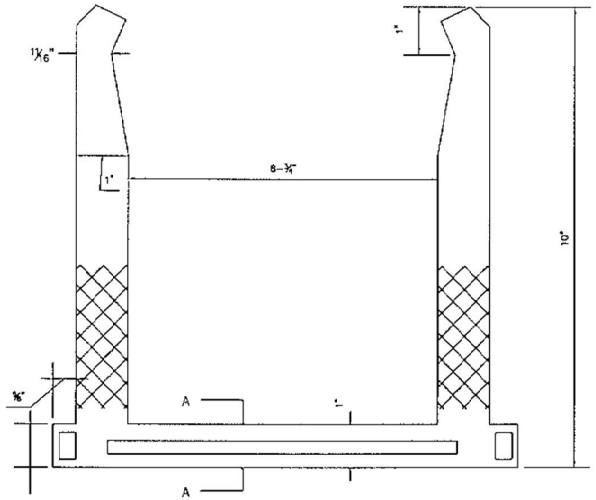
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

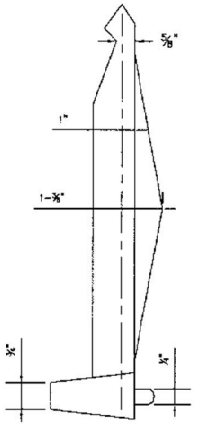
FULTON COUNTY

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404-730-7400 FAX: 404-224-0498

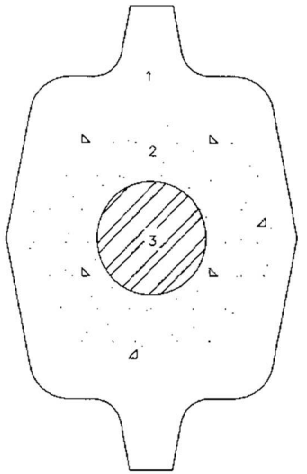
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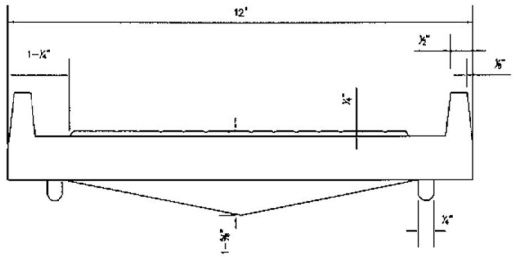
PLAN VIEW
N.T.S.



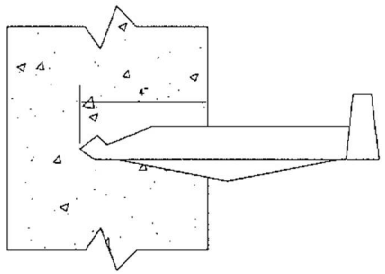
SIDE VIEW
N.T.S.



SECTION A-A
N.T.S.



FRONT VIEW
N.T.S.



MATERIAL
1. POLYPROPYLENE PLASTIC SOLID OUTTER SHELL
2. POLYPROPYLENE PLASTIC POROUS MASS
3. 3/8" STEEL REINFORCING ROD, GRADE 60 MEETING ASTM A-615

FULTON COUNTY STANDARD DETAIL 104
REINFORCED PLASTIC STEP

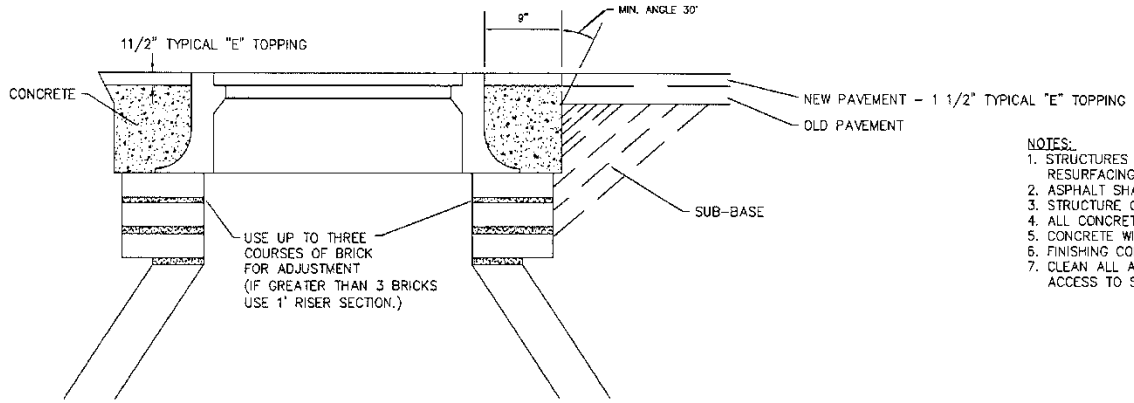
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

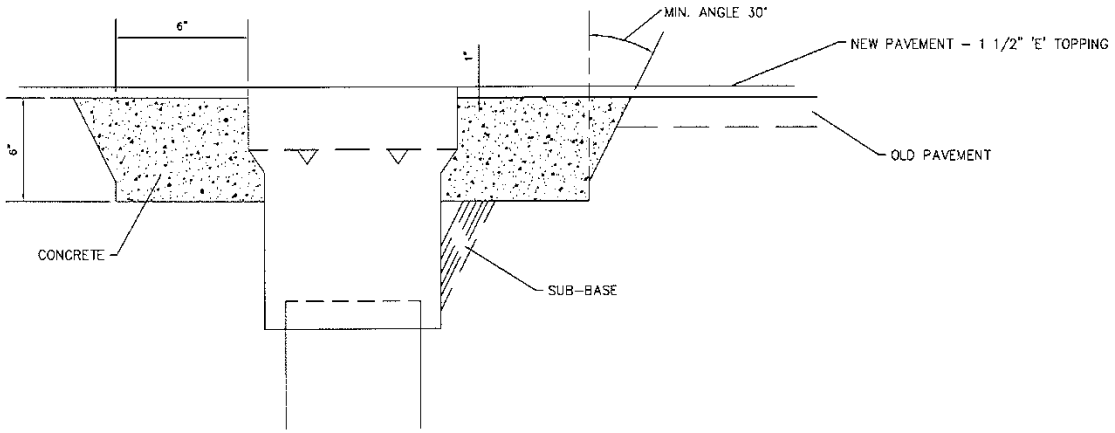
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DRAWING NO. 104



MANHOLE
N.T.S.

NOTES:
1. STRUCTURES SHALL NOT BE ADJUSTED FOR A PERIOD OF 24 HOURS AFTER RESURFACING IS COMPLETED IN THAT AREA.
2. ASPHALT SHALL BE SAWCUT TO MAKE A SMOOTH, EVEN EDGE.
3. STRUCTURE COVER SHALL BE ADJUSTED TO FIT FLUSH WITH STREET SURFACE.
4. ALL CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 4000 PSI.
5. CONCRETE WILL BE USED TO BACKFILL THE ENTIRE WORKING AREA.
6. FINISHING CONCRETE SHALL BE DONE BY USE OF A TROWEL OR FLOAT.
7. CLEAN ALL ASPHALT OFF SEWER MANHOLES AT TIME OF PAVING TO ALLOW ACCESS TO SYSTEM AT ALL TIMES.



VALVE
N.T.S.

FULTON COUNTY STANDARD DETAIL 105
STRUCTURE ADJUSTMENT

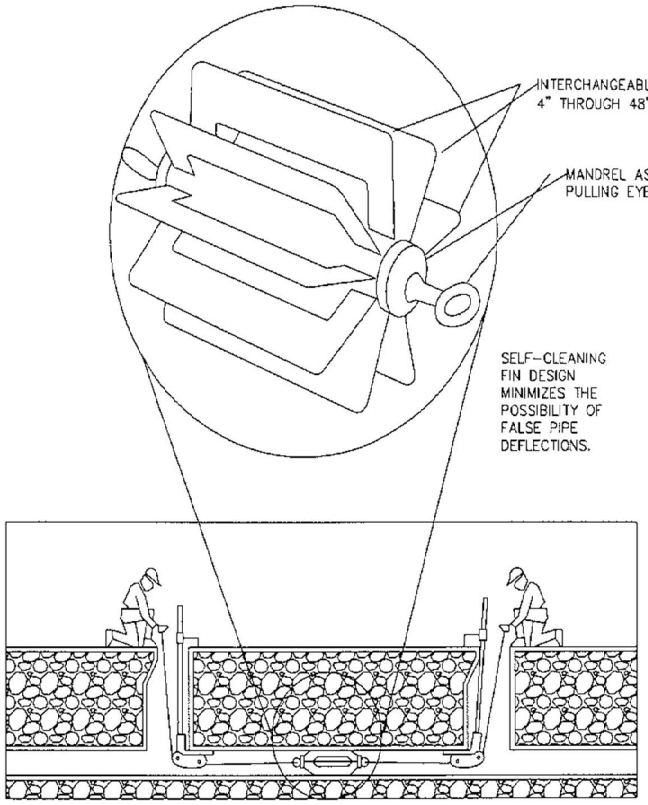
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

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DRAWING NO. 105



THE DEFLECTION TEST GAUGE CAN BE PULLED EASILY THROUGH THE PIPELINE.

NOTES:

1. AFTER INSTALLATION A DEFLECTION TEST IS REQUIRED NO SOONER THAN 24 HOURS OF TRENCH BACKFILLING. INITIAL DEFLECTION SHALL BE LIMITED TO 3% OF THE UNDEFLECTED DIAMETER.
2. PIPE SHALL BE ASTM D-3034, SDR 35 IN 12.5 FOOT LAYING LENGTHS WITH ELASTOMERIC SEALED JOINTS IN ACCORDANCE WITH ASTM D-3212.
3. MANDREL TO BE MADE FROM AIRCRAFT-QUALITY ALUMINUM OR APPROVED EQUAL.
4. EACH FIN SET IS TO BE STAMPED WITH THE PIPE DIAMETER AND PERCENT DEFLECTION.
5. MANDREL LENGTH TO BE 10 INCHES, MANDREL WEIGHT TO BE 4 LBS.
6. MANDREL TO BE PROVIDED BY CONTRACTOR IT MUST BE MEASURED AND APPROVED FIRST BY FULTON COUNTY INSPECTOR.
7. A SECOND DEFLECTION TEST MAY BE REQUIRED AT THE END OF THE MAINTENANCE PERIOD. THE FULTON COUNTY INSPECTOR MAY REQUIRE A 5% DEFLECTION TEST AT THIS TIME PRIOR TO THE RELEASE OF THE MAINTENANCE BONDS AND THE FINAL ACCEPTANCE OF THE IMPROVEMENTS INTO COUNTY MAINTENANCE.

BASE INSIDE DIAMETER AND 3%, 5%, 7.5% MANDREL DIMENSIONS

NORMAL SIZE INCHES	AVERAGE SIZE DIAMETER	BASE INSIDE DIAMETER	3% DEFLECTION	5% DEFLECTION	7.5% DEFLECTION
6	5.893	5.742	5.569	5.454	5.31
8	7.891	7.665	7.435	7.281	7.09
10	9.864	9.563	9.276	9.084	8.84
12	11.737	11.361	11.020	10.792	10.51
15	14.374	13.898	13.481	13.203	12.86

FULTON COUNTY STANDARD DETAIL 106
MANDREL DETAIL FOR
PVC PIPE INSTALLATION

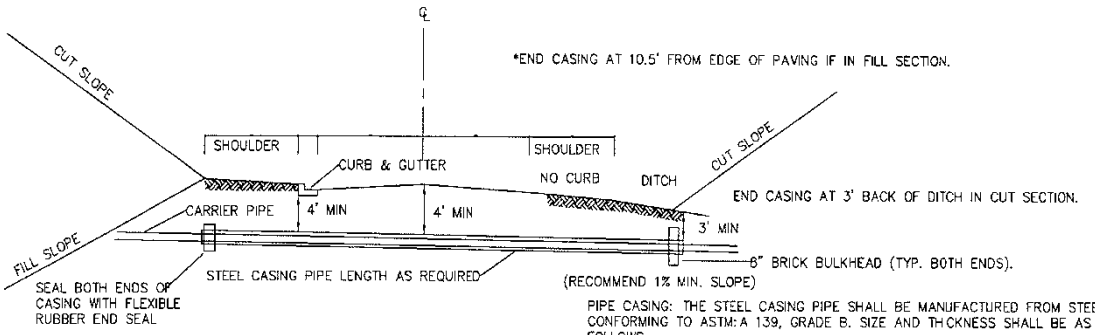
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

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DRAWING NO. 106



*END CASING AT 10.5' FROM EDGE OF PAVING IF IN FILL SECTION.

END CASING AT 3' BACK OF DITCH IN CUT SECTION.

SECTION
N.T.S.

BORING NOTES:

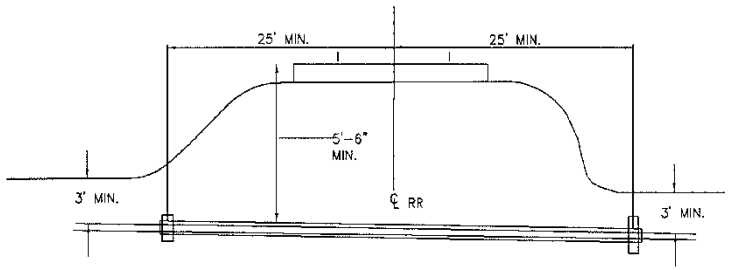
CASING TO BE STEEL PIPE (ROUND) WITH 45° BEVELED EDGES.
ALL CUTS TO BE SQUARED TO END.
JOIN ALL PIPE WITH DOUBLE BEAD BUTT WELDS.
AUGER HEAD DIAMETER CANNOT EXCEED DIAMETER OF CASING BY MORE THAN 2".
BORING AND CASING SHALL BE INSTALLED SIMULTANEOUSLY.
ANYTHING 6" OR LARGER REQUIRES BORE AND CASE.
CASING PIPE SHALL HAVE A PROTECTIVE COATING CONSISTING OF A COAL-TAR PRIMER COAT AND AN APPLICATION OF HOT COAL-TAR ENAMEL $\frac{1}{32}$" ($\pm\frac{1}{32}$") THICK PLUS A BONDED 15 LB. ASBESTOS WRAP.
PIT TO BE NO CLOSER THAN 4' BEHIND CURB OR EDGE OF PAVEMENT.
TYPICAL PIT IS 32' LONG BY 10' WIDE.
CASING SHALL BE MANUFACTURED FROM STEEL CONFORMING TO ASTM: A 139, GRADE B.
2 STAINLESS STEEL CASING SPACERS REQUIRED PER JOINT.
ALL BORING MUST BE APPROVED AND A PERMIT OBTAINED FROM PUBLIC WORKS (404) 730-7400.
CARRIER PIPE SHALL BE DUCTILE IRON.

PIPE CASING: THE STEEL CASING PIPE SHALL BE MANUFACTURED FROM STEEL CONFORMING TO ASTM: A 139, GRADE B. SIZE AND THICKNESS SHALL BE AS FOLLOWS:

UNDER RAILROADS

PIPE DIAMETER INCHES (I.D)	CASING DIAMETER INCHES (I.D.) MIN.	WALL THICKNESS INCHES
6	14	0.250
8	18	0.375
10	20	0.375
12	22	0.375
14	24	0.375
16	30	0.406
18	30	0.406
20	32	0.469
24	36	0.469
30	42	0.500

RR SECTION



UNDER HIGHWAYS

PIPE DIAMETER INCHES (I.D)	CASING DIAMETER INCHES (I.D.) MIN.	WALL THICKNESS INCHES
6	12	0.250
8	16	0.250
10	18	0.250
12	20	0.375
16	24	0.375
18	30	0.375
20	30	0.375
24	36	0.375
30	42	0.375

FULTON COUNTY STANDARD DETAIL 107
ROADWAY CROSSING
BORE AND CASE DETAIL

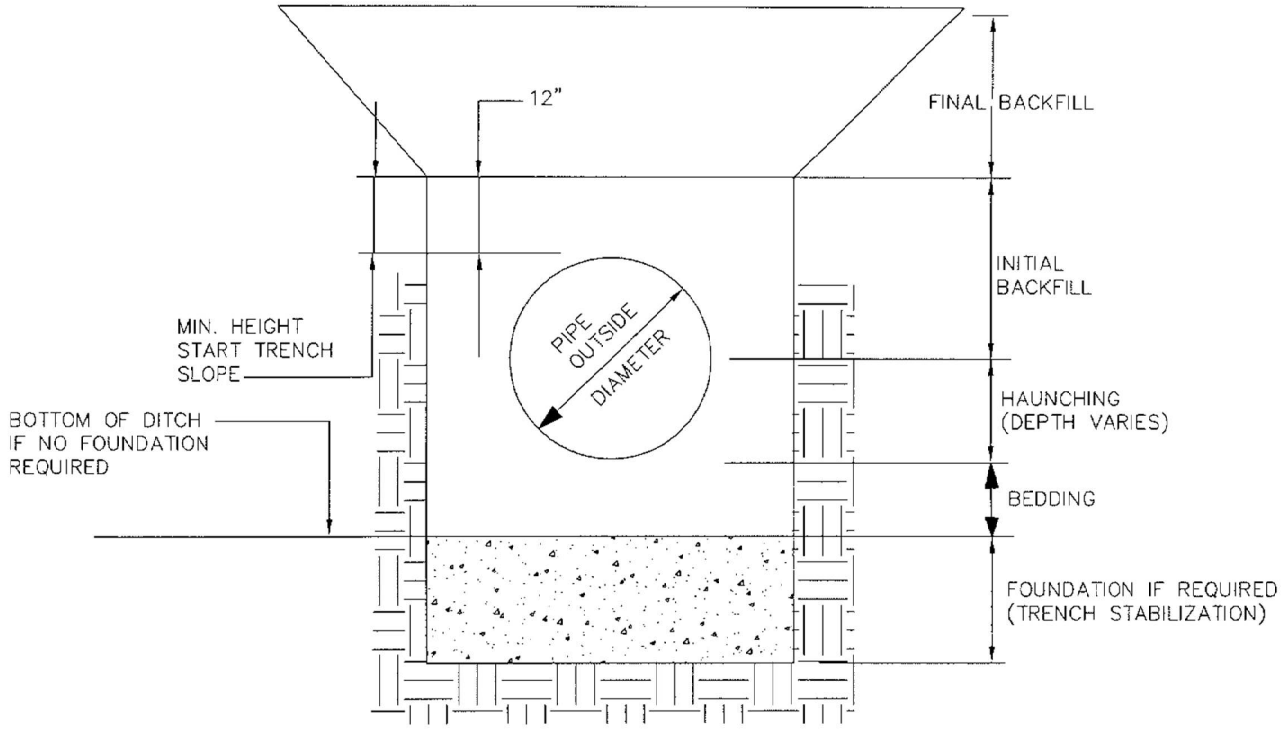
DATE	REVISIONS	DATE	REVISIONS

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DRAWING NO. 107



NOTE: SEE DETAIL # 103 AND #109 FOR DIMENSIONS AND MATERIALS

FULTON COUNTY STANDARD DETAIL 108
TRENCH TERMINOLOGY

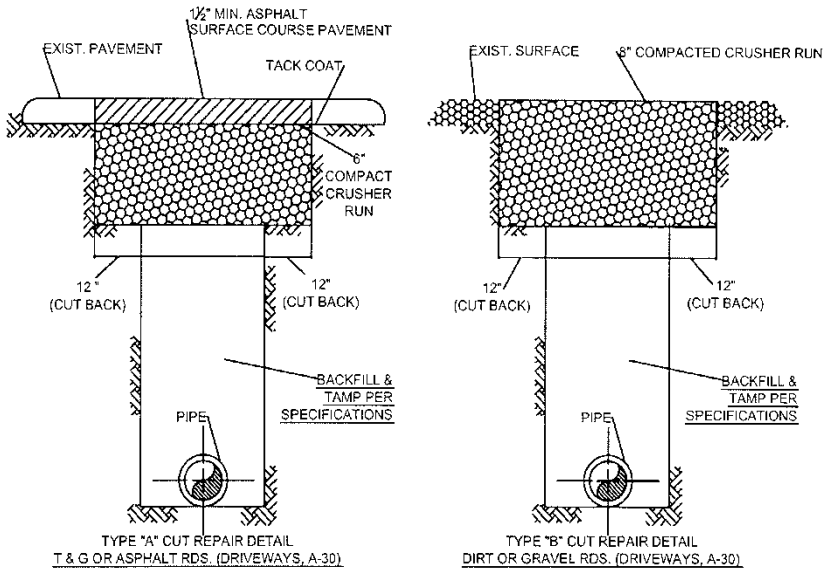
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: JM
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

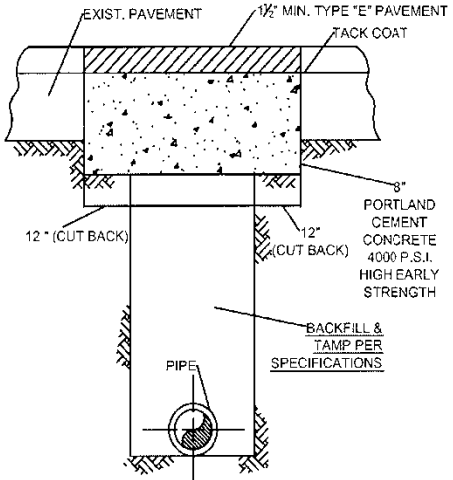
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DRAWING NO. 108



TYPE "A" CUT REPAIR DETAIL
T & G OR ASPHALT RDS. (DRIVEWAYS, A-30)

TYPE "B" CUT REPAIR DETAIL
DIRT OR GRAVEL RDS. (DRIVEWAYS, A-30)



TYPE "C" CUT REPAIR DETAIL
GEORGIA D.O.T. AND FULTON CO.

NOTES:

1. ALL MATERIALS AND METHODS OF INSTALLATION SHALL COMPLY WITH THE GA. D.O.T.'s "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 1983 EDITION OR LATEST REVISION THERETO.
2. FOR TYPE "C", THE CONTRACTOR SHALL COVER THE POURED CONCRETE WITH STEEL PLATES A MINIMUM OF 24 HOURS TO ALLOW ADEQUATE SET-UP.
3. CONTRACTOR'S TRAFFIC CONTROL PLAN MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION BEFORE WORK BEGINS.
4. FINAL APPROVAL OF CONTRACTOR'S PAVEMENT CUT REPAIRS RESIDES WITH THE AUTHORITY HAVING JURISDICTION. CONTRACTOR SHALL MEET ALL REQUIREMENTS OF SAID AUTHORITY.

FULTON COUNTY STANDARD DETAIL 109
PAVEMENT CUT REPAIRS
TYPE A, B & C

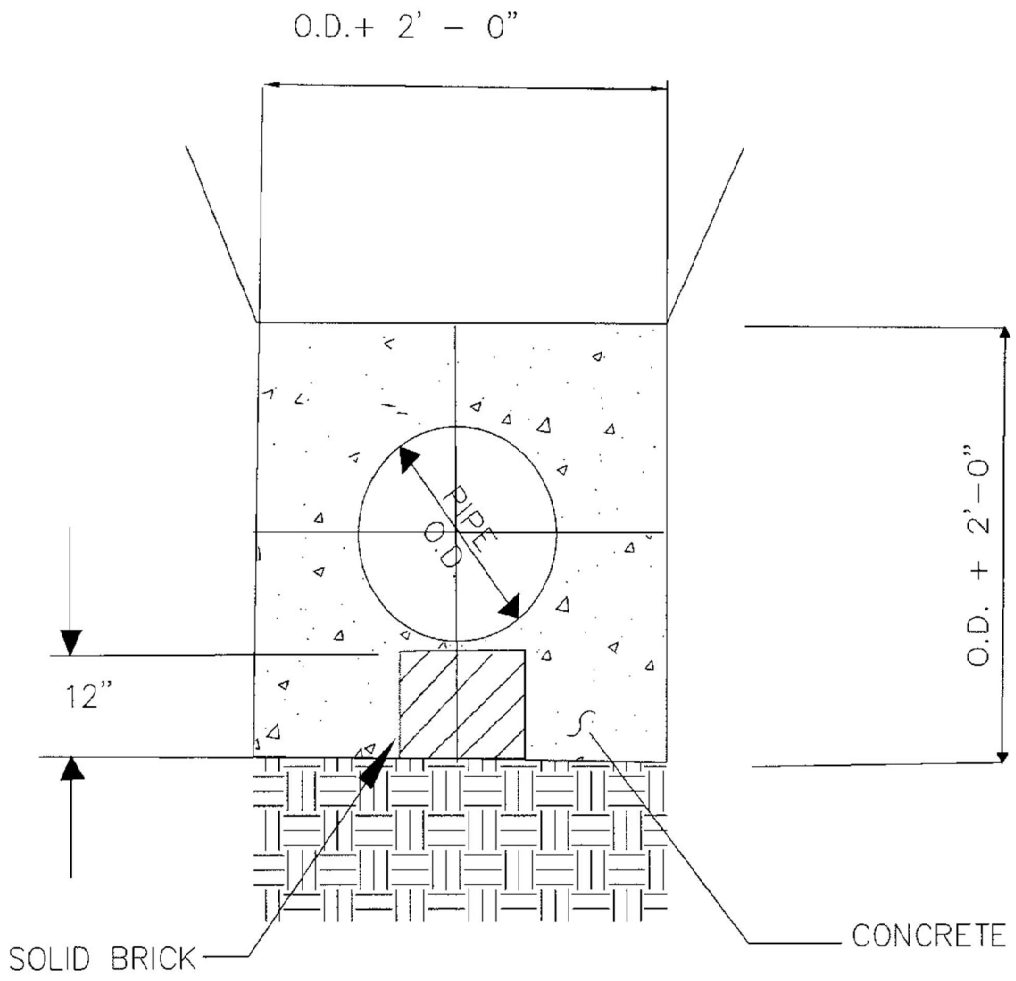
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

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DRAWING NO. 109



FULTON COUNTY STANDARD DETAIL 110
CONCRETE ENCASEMENT

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: JM
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

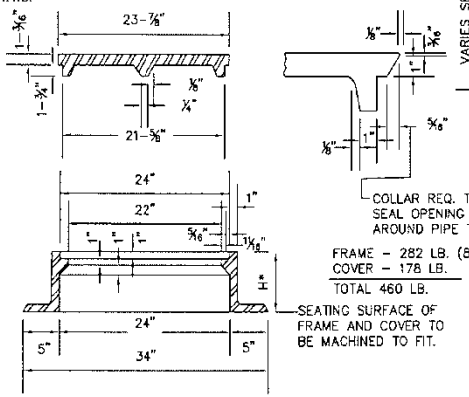
FULTON COUNTY PUBLIC WORKS
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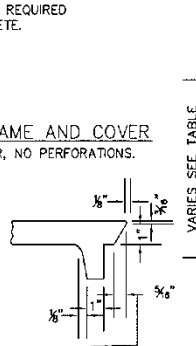
DRAWING NO. 110

NOTE REQUIRED:
CONCRETE STRENGTH TEST MAY BE REQUIRED FOR ALL POURED IN PLACE CONCRETE.

WATERTIGHT C.I. MANHOLE FRAME AND COVER

CORRUGATION AND 2 PICK HOLE IN COVER, NO PERFORATIONS.
N.T.S.





COLLAR REQ. TO SEAL OPENING AROUND PIPE TYP.

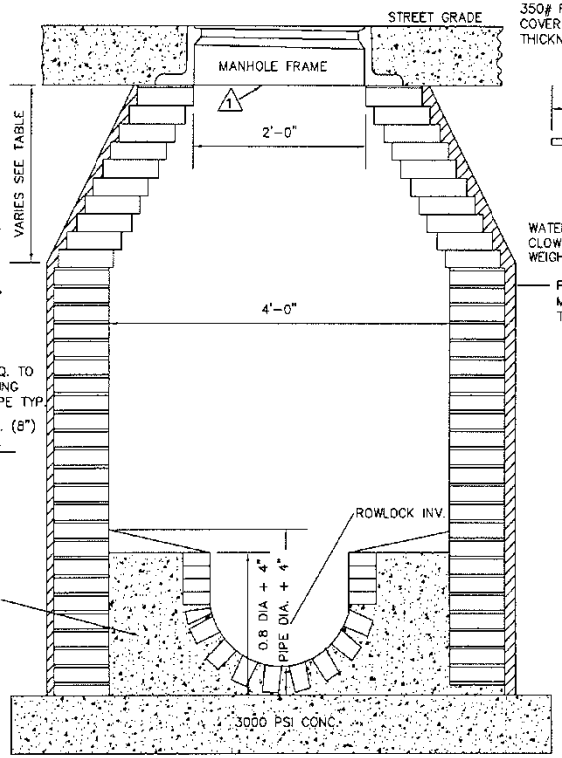
FRAME - 282 LB. (8")
COVER - 178 LB.
TOTAL 460 LB.

SEATING SURFACE OF FRAME AND COVER TO BE MACHINED TO FIT.

460# M.H. FRAME AND COVER

FOR USE IN STREETS AND ROADS
N.T.S.

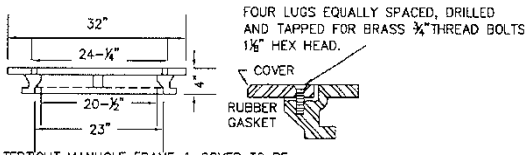
NOTE:
BRICK MANHOLES SHOULD ONLY BE USED IN SPECIAL CIRCUMSTANCES WHERE THE USE OF PRECAST SECTORS MAY BE AFFECTED BY OBSTACLES.



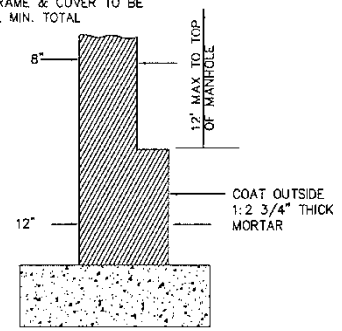
6" SLAB FOR 4'-0" DIA. 8" SLAB FOR 5'-0" AND 6'-0" DIA.

1 ELEVATION AT ℄ MANHOLE
SEAL M.H. RING TO STRUCTURE WITH TWO CONCENTRIC RINGS OF ASPHALTIC MASTIC.

NOTE:
ALL M.H. COVERS ON OUTFALL MH'S OUTSIDE OF ROADWAY R/W TO BE CAST IN PLACE IN CONE SECTIONS OF MHS.
350# FRAMES & COVERS MAY BE USED OUTSIDE OF STREETS AND ROADS.
COVER TO BE SIMILAR TO 460# FRAME TO BE REDUCED IN HEIGHT AND THICKNESS. MANHOLES OUTSIDE R/W SHALL BE 24" ABOVE GRADE.



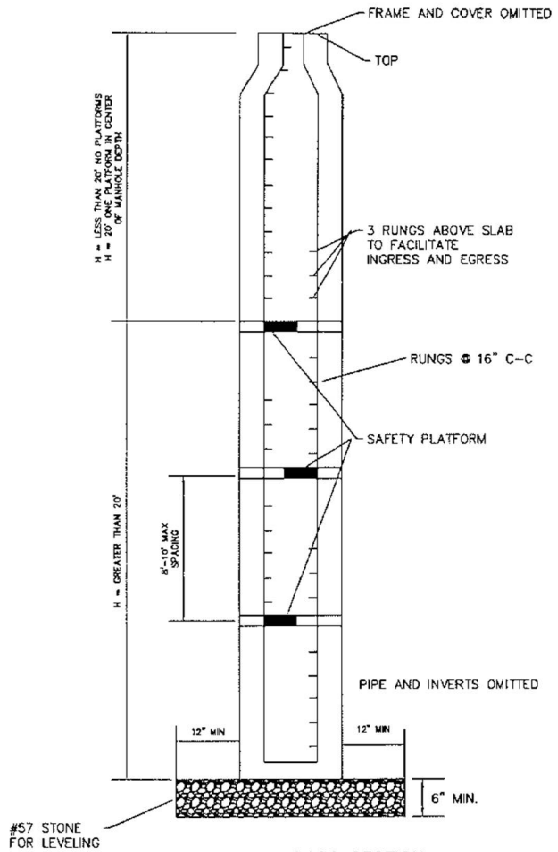
WATERTIGHT MANHOLE FRAME & COVER TO BE CLOW F-3370 OR EQUAL MIN. TOTAL WEIGHT 270 LBS.



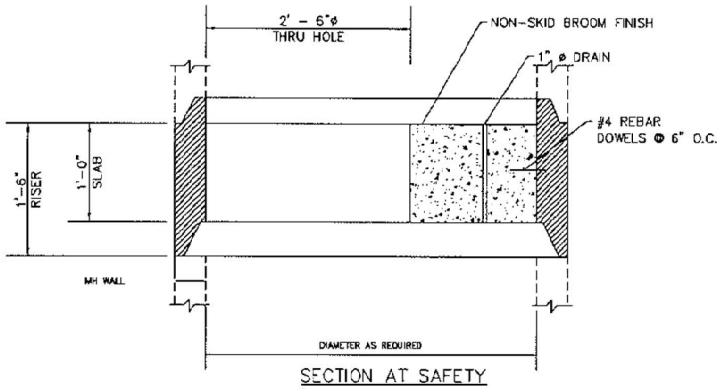
WALL DETAIL FOR DEPTH OVER 12'-20'

NOTE:
FOR DEPTH OVER 20' INCREASE WALL THICKNESS TO 16"

FULTON COUNTY STANDARD DETAIL 111 BRICK MANHOLE DETAIL AND MANHOLE FRAME AND COVER		DATE	REVISIONS	DATE	REVISIONS	DGS/DRN/CHKD: REB APPROVED: REW DATE: 12-2-05	FULTON COUNTY FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 111



MH CROSS SECTION
N.T.S.



SECTION AT SAFETY PLATFORM
N.T.S.

NOTES:

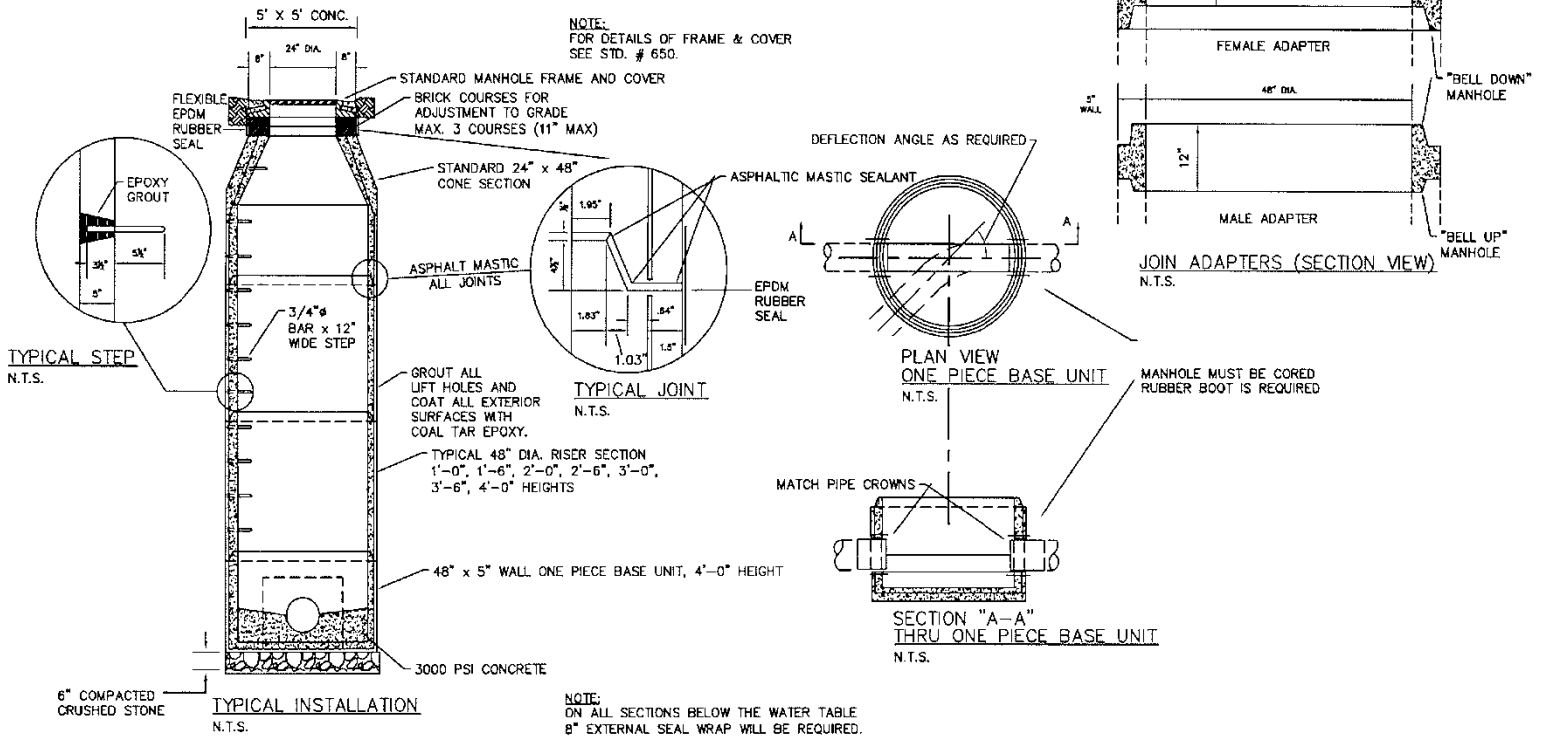
1. A DEEP MANHOLE IS CONSIDERED TO BE GREATER THAN 24'.
2. SAFETY PLATFORMS ARE REQUIRED ON ALL MANHOLES EQUAL TO OR GREATER THAN 20' IN DEPTH.
3. SAFETY PLATFORMS ARE TO BE PLACED A MAX. DISTANCE OF 8'-10" APART.
4. PLATFORMS ARE TO BE DESIGNED TO OBTAIN A STRENGTH OF 4000 PSI IN 28 DAYS. MANHOLE AND PLATEFORM DESIGN SHALL CONFORM TO A.S.T.M. SPECS. C478 LATEST EDITION.
5. REINFORCING STEEL HAS A MIN. YIELD STRENGTH OF 60,000 PSI.
6. SAFETY PLATFORM SLAB IS DESIGNED FOR A CONCENTRATED LOAD (P) AS FOLLOWS:

MH DIAMETER (FT.)	P(LB.)
4	12,000
5	10,000
6	8,000

7. SAFETY PLATFORM IS TO BE PLACED BETWEEN RISERS.
8. SAFETY PLATFORM IS TO BE PLACED AT MIDPOINT OF A MANHOLE OVER 20' IN DEPTH. TWO PLATFORMS TO BE PLACED EQUAL DISTANCE AT A MANHOLE DEPTH OF 24'.
9. SAFETY PLATFORM IS TO BE PRECAST CONCRETE OR APPROVED EQUAL.
10. ALTERNATE OPENINGS IN SAFETY PLATFORMS AS INDIVIDUAL DESCENDS.
11. MANHOLES IN EXCESS OF 24' IN DEPTH SHALL BE PRE-APPROVED BY PUBLIC WORKS AND HAVE SAFETY PLATFORMS WITH 8'-10' SPACING.

		DATE	REVISIONS	DATE	REVISIONS			
FULTON COUNTY STANDARD DETAIL 112 SAFETY PLATFORM FOR DEEP PRECAST MANHOLES						DGS/DRN/CHKD: REB APPROVED: REW DATE: 12-2-05	FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 112

NOTES:
1. ALL HOLES MUST BE PRECAST.
2. MAXIMUM HOLE SIZE = PIPE O.D. + 4"
3. USE CONCENTRIC CONIC SECTIONS IN RIGHT-OF-WAY.
4. OUTFALL MANHOLES MUST HAVE CAST IN PLACE RINGS.
5. SEE STANDARD NO. 112 FOR MANHOLE DEPTH GREATER THAN 20'.



NOTE:
FOR DETAILS OF FRAME & COVER SEE STD. # 650.

TYPICAL STEP
N.T.S.

TYPICAL JOINT
N.T.S.

PLAN VIEW
ONE PIECE BASE UNIT
N.T.S.

JOIN ADAPTERS (SECTION VIEW)
N.T.S.

SECTION "A-A"
THRU ONE PIECE BASE UNIT
N.T.S.

TYPICAL INSTALLATION
N.T.S.

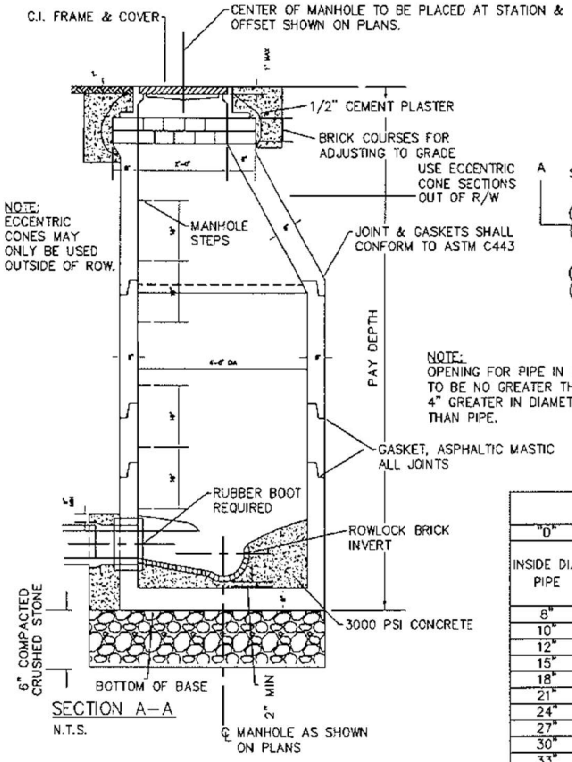
NOTE:
ON ALL SECTIONS BELOW THE WATER TABLE 8" EXTERNAL SEAL WRAP WILL BE REQUIRED.

FULTON COUNTY STANDARD DETAIL 113 MANHOLES PRECAST DETAILS		DATE	REVISIONS	DATE	REVISIONS	DGS/DRN/CHKD: REB APPROVED: REW DATE: 12-2-05	FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 113

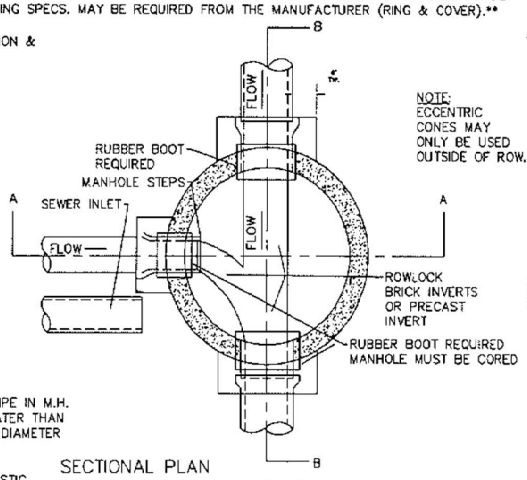
NOTE:
SEWER STAFF IS OF THE VEW THAT ECCENTRIC MANHOLES SHOULD NOT BE USED. DIFFICULTY WITH ACCESS.

NOTE:
FOR OUTFALL LINES, MANHOLE TOP TO BE 18" TO 24" ABOVE SURROUNDING GROUND SURFACE.

ALL MANHOLES WITHIN TEN FEET OF PUBLIC RIGHT OF WAY SHALL BE TOPPED WITH A HEAVY DUTY TRAFFIC BEARING RING & COVER MOUNTED FLUSH TO EXISTING GRADE. LOADING SPECS. MAY BE REQUIRED FROM THE MANUFACTURER (RING & COVER).**



SECTION A–A
N.T.S.

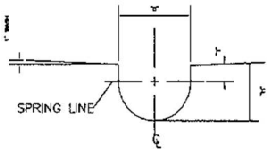


NOTE:
ECCENTRIC CONES MAY ONLY BE USED OUTSIDE OF ROW.

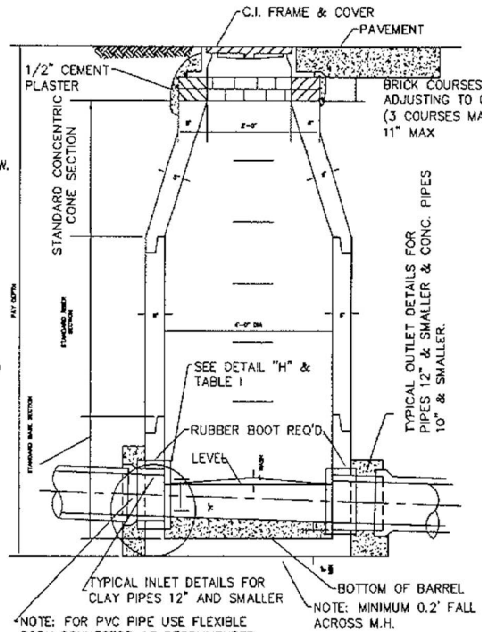
NOTE:
OPENING FOR PIPE IN M.H. TO BE NO GREATER THAN 4" GREATER IN DIAMETER THAN PIPE.

SECTIONAL PLAN
STANDARD PRECAST 4'–0" DIAMETER MANHOLE
N.T.S.

TABLE I		
"D"	"T"	"H"
INSIDE DIA. PIPE	VERTICAL TANGENT	HEIGHT OF WATER TABLE
8"	2 1/2"	6 1/2"
10"	3"	8"
12"	3 1/2"	9 1/2"
15"	4 1/2"	12"
18"	5 1/2"	14 1/2"
21"	6 1/2"	17"
24"	7 1/2"	19 1/2"
27"	8"	21 1/2"
30"	9"	24"
33"	10"	26 1/2"
36"	11"	29"

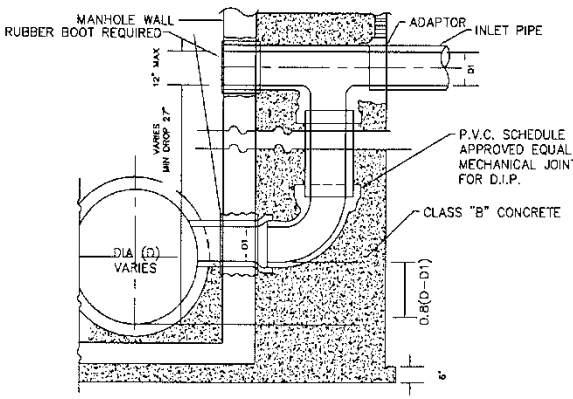


DETAIL "H"
NOTE: "H" & "T" DIMENSIONS APPLY ONLY AT THE UPSTREAM, INSIDE EDGE OF M.H.
N.T.S.

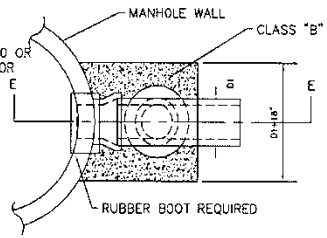


SECTION B–B
N.T.S.

		DATE	REVISIONS	DATE	REVISIONS			
FULTON COUNTY STANDARD DETAIL 114 STANDARD SEWER MANHOLES PRECAST CONCRETE						DGS/DRN/CHKD: REB APPROVED: REW DATE: 12-2-05	FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404–730–7400 FAX: 404–224–0498	DRAWING NO. 114

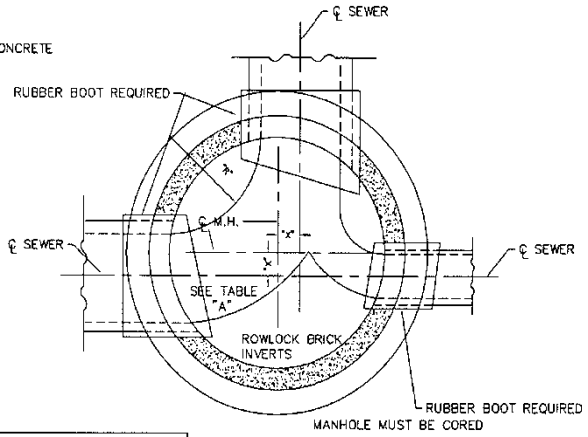


SECTION E-E
N.T.S.

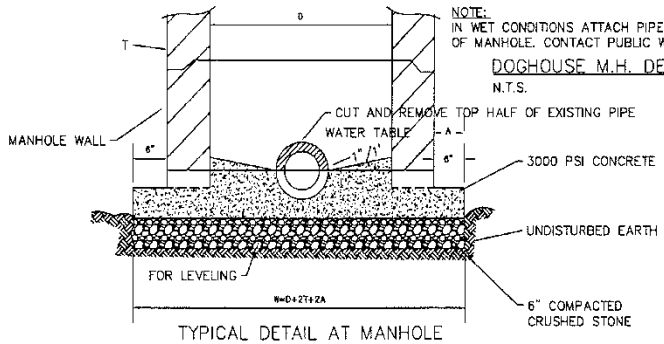


PART PLAN

TYPICAL VERTICAL DROP INLET AT MANHOLE
(OUTSIDE DROP)



SECTIONAL PLAN
N.T.S.



TYPICAL DETAIL AT MANHOLE
CONSTRUCTED OVER EXISTING PIPE
N.T.S.

NOTE:
IN WET CONDITIONS ATTACH PIPE INSIDE OF MANHOLE. CONTACT PUBLIC WORKS.

DOGHOUSE M.H. DETAIL
N.T.S.

TABLE "A"

STANDARD PRECAST MANHOLES SCHEDULE OF GOVERNING DIMENSIONS				
PIPE SIZE	ANGLE	M.H. DIAMETER	"R"	"X"
8" thru 12"	0° to 90°	4'	1'-0"	0"
15"	0° to 60°	4'	1'-3"	0"
15"	60° to 90°	4'	1'-3"	6"
18"	0° to 60°	4'	1'-6"	0"
18"	60° to 90°	4'	1'-4"	8"
21"	0° to 60°	4'	1'-9	0"
21"	60° to 90°	5'	1'-9"	9"
24"	0° to 60°	4'	2'-0"	0"
24"	60° to 90°	5'	1'-6"	9"
27"	0° to 60°	5'	2'-3"	0"
27"	60° to 90°	6'	2'-0"	1'-0"
30"	0° to 60°	5'	2'-6"	0"
30"	60° to 90°	6'	1'-9"	8"
36"	0° to 90°	PRE-BED PIPE, M.H. BASE & ELBOW UNIT		

FULTON COUNTY STANDARD DETAIL 115
STANDARD SEWER MANHOLES
PRECAST CONCRETE

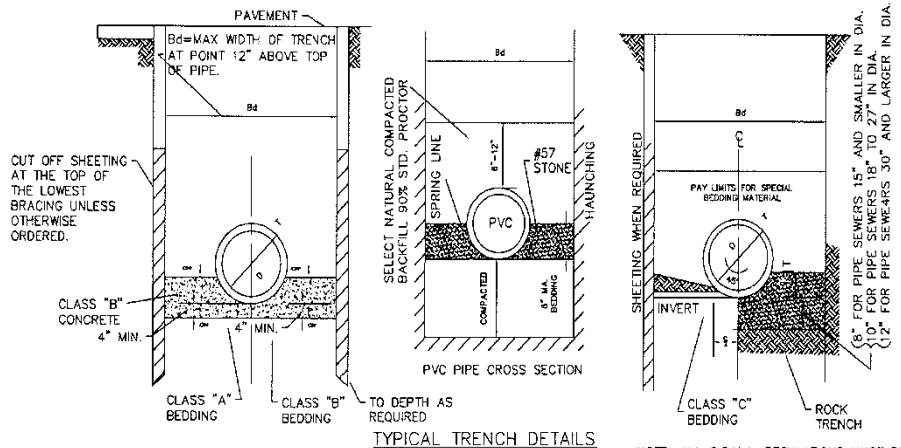
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: REB
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

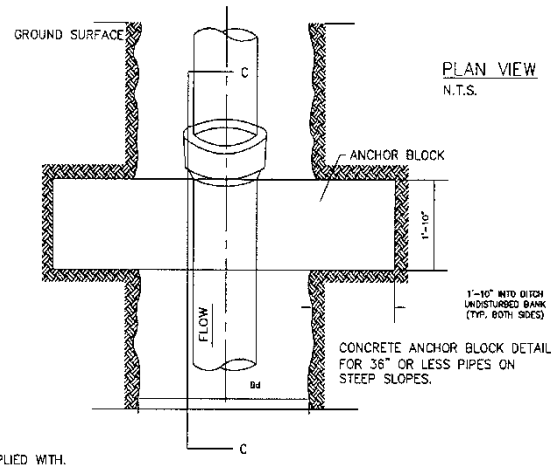
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404-730-7400 FAX: 404-224-0498

DRAWING NO. 115



TYPICAL TRENCH DETAILS
N.T.S.

NOTE: ALL O.S.H.A. REGULATIONS MUST BE COMPLIED WITH.

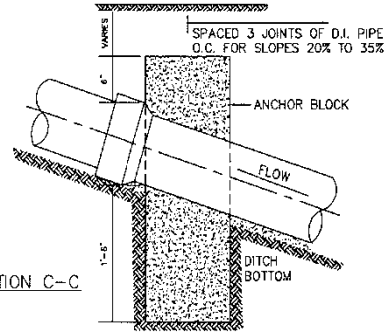


PLAN VIEW
N.T.S.

CONCRETE ANCHOR BLOCK DETAIL FOR 36" OR LESS PIPES ON STEEP SLOPES.

A.S.T.M. A746 DUCTILE IRON PIPE						A.S.T.M. C76– REINF. CONC. PIPE					A.S.T.M. C14– EX. STR. CONC. SEWER PIPE				A.S.T.M.–3034 SDR 35 P.V.C. PIPE				
D. IN	T. IN	Bd FT		C FT	*CRADLE	T. IN	Bd FT		C FT	*CRADLE	T. IN	Bd FT	C FT	*CRADLE	T. IN	Bd FT			
6	0.38	2		0.41	0.034										0.18	2.52			
8	0.42	2.09		0.53	0.036						7 / 8	2.15	0.6	0.041	0.24	2.7			
10	0.48	2.26		0.65	0.043						1	2.33	0.7	0.047	0.3	2.88			
12	0.52	2.43		0.78	0.049						1-3/8	2.56	0.87	0.055	0.36	3.04			
15						2	2.67		0.95	0.06	1-5/8	2.85	1.08	0.066	0.437	3.28			
18	0.73	2.96		1.15	0.072	2-1/4	3		1.15	0.073	2	3.17	1.3	0.086					
21						2-1/2	3.25		1.35	0.088	2-1/4	3.46	1.5	0.105					
24	0.85	3.48		1.52	0.18	1-3/4	3.54		1.55	0.109	2-5/8	3.77	1.72	0.128					
27						3	3.83		1.75	0.131									
30	0.99	4		1.88	0.149	3	4.08		1.95	0.153									
33						3-1/2	4.42		2.2	0.184									
36	1.19	4.5		2.27	0.198	3-3/4	4.75		2.4	0.215									
42	1.32	5		2.63	0.253	4	5.67		2.6	0.288									
48	1.44	5.5		3	0.314	4-1/2	6.25		3	0.36									
54						5	6.83		3.5	0.44									
60						5-1/2	7.42		3.75	0.54									
66						5	8		4.25	0.63									
72						6-1/2	8.58		4.65	0.74									
						7	9.17		5.07	0.86									

NOTE: PAYMENT QUANITY IN CU. YDS./LIN/FT. OF TRENCH FOR CLASS "B" CONC. IN CASE OF CLASS "A" BEDDING & FOR CRUSHED STONE BEDDING MATERIAL IN CASE OF CLASS "B" BEDDING. ADJUST QUANTITY OF CRADLE MATERIAL BASED ON Bd WIDTH IF DEPTH OF CRADLE EXCEEDS D/4.



SECTION C–C
N.T.S.

PVC BEDDING DETAIL
COMPACTION–
THE BACKFILL OF ALL TRENCHES TO BE COMPACTED TO A DENSITY OF 90% STANDARD PROCTOR. BACKFILL MATERIAL SHALL BE FREE FROM ROOTS, STUMPS, OR OTHER FOREIGN DEBRIS AND SHALL BE PLACED AT OR NEAR OPTIMUM MOISTURE.

FULTON COUNTY STANDARD DETAIL 117
PIPE SEWER DATA
PVC PIPE INSTALLATION

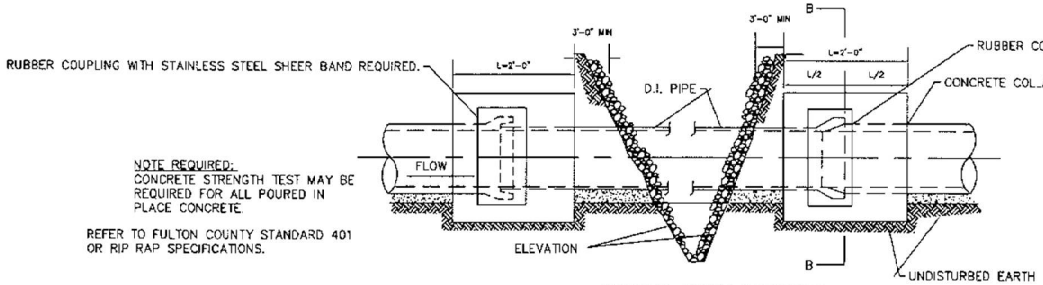
DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: REB
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

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141 PRYOR ST. ATLANTA, GA. 30303
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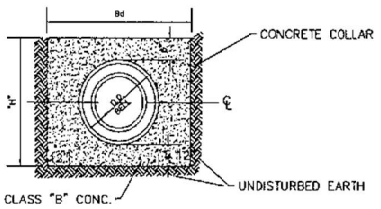
DRAWING NO. 117



NOTE REQUIRED:
CONCRETE STRENGTH TEST MAY BE REQUIRED FOR ALL POURED IN PLACE CONCRETE.

REFER TO FULTON COUNTY STANDARD 401 OR RIP RAP SPECIFICATIONS.

TYPICAL DITCH CROSSING
N.T.S.



SECTION B–B
N.T.S.

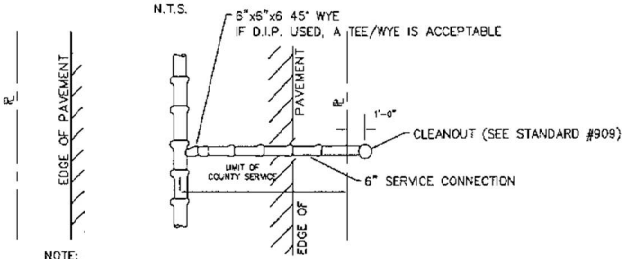
NOTES:
WHERE SEWER PIPES RUN PARALLEL WITH CREEKS OR STREAMS, RIP RAP IS REQUIRED WITHIN 10 FEET SEWER EASEMENT. ALL SEWER OUTFALLS MUST BE LEFT ACCESSABLE TO COUNTY SERVICE TRUCKS.

GATES (12 FEET) WILL BE REQUIRED ON FENCES ACROSS OUTFALLS HAVING A DIAMETER OF 12" OR LARGER.

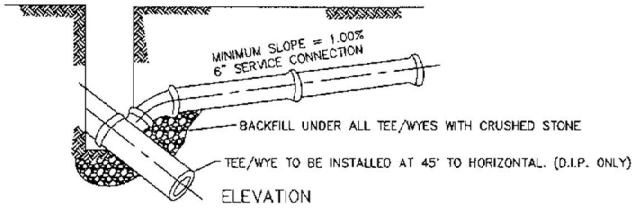
STEEL PIPE COATED INSIDE AND COATED AND WRAPPED OUTSIDE MAY BE USED.

NOTE:
THE UNION OF UNLIKE PIPE (D.I.P., CLAY, P.V.C. OR CONCRETE) SHALL BE JOINED TOGETHER WITH A CONCRETE COLLAR AS SHOWN ABOVE AND FLEXIBLE NEOPRENE COUPLING WITH STAINLESS STEEL BANDS AND SHEAR RING.

PLAN VIEW
N.T.S.

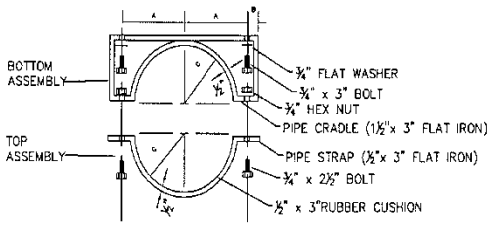


NOTE:
WHERE SERVICE LINE CROSSES STATE HWY. R/W, PIPE AND FITTINGS SHALL BE MECHANICAL JOINT D.I. PIPE, AS SPECIFIED UNDER ITEM NO. 7 D.I. PIPE AND TRENCH SHALL BE BACKFILLED WITH CRUSHED STONE.

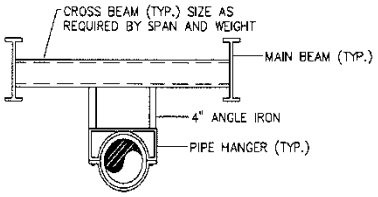


TYPICAL SERVICE CONNECTION
N.T.S.

FULTON COUNTY STANDARD DETAIL 118 PIPE SEWER DATA		DATE	REVISIONS	DATE	REVISIONS	DGS/DRN/CHKD: REB APPROVED: REW DATE: 12-2-05	FULTON COUNTY FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 118

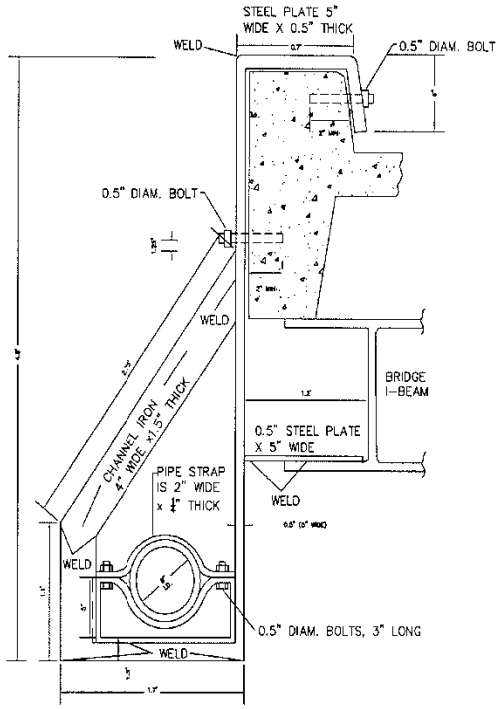


DIMENSION IN INCHES FOR PIPE HANGERS			
PIPE SIZE	A	B	C (RADIUS)
8	6.53	2.00	4.53
12	8.60	2.00	6.60
16	10.70	2.00	6.70



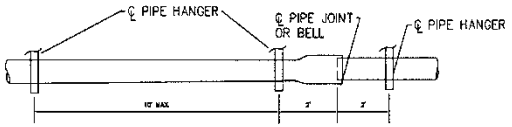
TYPICAL WATER MAIN SUPPORT DETAILS
N.T.S.

NOTES:
1. PRIMER SHALL BE NO. 1-8 ORANGE PRIMER AND COMFORM TO GEORGIA D.O.T. ARTICLE 670.02 PRIMER SHALL BE APPLIED TO A MINIMUM THICKNESS OF 4 MILS.
2. PAINT SHALL BE NO. 3-A GREEN, BRUSHING, ROLLER, AIRLESS TYPE AND CONFORM TO GEORGIA D.O.T. ARTICLE 870.02. PAINT SHALL BE APPLIED TO A MINIMUM THICKNESS OF 10 MILS.
3. TWO BOTTOM ASSEMBLIES USED TOGETHER MAY BE REQUIRED FOR SOME INSTALLATIONS.
4. PROVIDE TWO SUPPORTS PER JOINT, TWO FEET FROM JOINT.
5. DESIGN SUPPORTS DETAILS FOR WATER MAIN LARGER THAN 16".
6. STEEL SHALL BE A- 36.
7. WELDING SHALL BE E-70XX.



PIPE HANGER SECTION
(FOR 8" DIAMETER PIPE)
N.T.S.

NOTES:
1. PROVIDE TWO SUPPORTS PER JOINT, TWO FEET FROM JOINT.
2. ENGINEER SHALL DESIGN SUPPORT DETAILS FOR WATER MAINS LARGER THAN 8" IN DIAMETER.
3. STEEL SHALL BE A-36
4. WELDING SHALL BE E-70XX.
5. ALTERNATE DESIGN MAY BE SUBMITTED BY THE ENGINEER FOR APPROVAL BY FULTON COUNTY PUBLIC WORKS DEPT.
6. RESTRAINED JOINTS EQUAL TO GRIP TIGHT OR APPROVED EQUAL SHALL BE USED TWO JOINTS EITHER SIDE OF THE SUSPENDED PIPE.



PLAN FOR PIPE HANGER SPACING
N.T.S.

		DATE	REVISIONS	DATE	REVISIONS			
FULTON COUNTY STANDARD DETAIL 119 TYPICAL PIPE HANGER AND SUPPORT DETAILS						DGS/DRN/CHKD: CMS APPROVED: REW DATE: 12-2-05	FULTON COUNTY	FULTON COUNTY PUBLIC WORKS 141 PRYOR ST. ATLANTA, GA. 30303 404-730-7400 FAX: 404-224-0498	DRAWING NO. 119

MAXIMUM
PERMISSIBLE DEFLECTIONS

SIZE (NOM)	PUSH-ON JOINT (18 FT. JOINTS)		MECHANICAL JOINT (18 FT. JOINTS)	
	DEGREE	MAX. OFFSET	DEGREE	MAX. OFFSET
3"	4.0	15"	4.5	17"
4"	4.0	15"	4.5	17"
6"	4.0	15"	4.5	17"
8"	4.0	15"	4.5	17"
10"	4.0	15"	4.5	17"
12"	4.0	15"	4.5	17"
14"	2.5	9.4"	3.0	11"
16"	2.0	7.5"	3.0	11"
20"	2.0	7.5"	2.0	7.5"
24"	2.0	7.5"	2.0	7.5"
30"	1.5	5.5"	2.0	7.5"
36"	1.5	5.5"	2.0	7.5"
42"	1.5	5.5"	1.5	5.5"
48"	1.5	5.5"	1.5	5.5"

NOTES:

1. WHEN A PIPE IS DEFLECTED, THE PIPE SHALL FIRST BE ASSEMBLED IN A STRAIGHT LINE, BOTH HORIZONTALLY AND VERTICALLY BEFORE THE DEFLECTION IS MADE.
2. FOR MECHANICAL JOINT PIPE, THE BOLTS SHALL BE PARTIALLY TIGHTENED BEFORE THE LENGTH OF PIPE IS DEFLECTED. ANY SUPPORTED PIPE, SHALL BE SO SUPPORTED THAT THERE IS ZERO DEFLECTION EXCEPT WHERE EITHER A HORIZONTAL OR VERTICAL CURVE ON A BRIDGE OR OTHER STRUCTURE IS INVOLVED.
3. THRUST RESTRAINTS MAY BE REQUIRED ON THE DEFLECTED JOINTS.

FULTON COUNTY STANDARD DETAIL 120
MAXIMUM PERMISSIBLE JOINT DEFLECTIONS

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

FULTON COUNTY PUBLIC WORKS
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404-730-7400 FAX: 404-224-0498

DRAWING NO. 120

NOM. PIPE DIA.	BELL DEPTH	BOLTS				JOINT ACCESSORY WEIGHT-Lbs.
		DIAMETER	LENGTH	NUMBER PER JOINT	REC. TORQUE Ft.-Lbs.	
4	2 1/2"	3/4"	3 1/2"	4	75-90	10
6	2 1/2"	3/4"	3 1/2"	6	75-90	16
8	2 1/2"	3/4"	4"	6	75-90	25
10	2 1/2"	3/4"	4"	8	75-90	30
12	2 1/2"	3/4"	4"	8	75-90	40
14	3 1/2"	3/4"	4 1/2"	10	75-90	45
16	3 1/2"	3/4"	4 1/2"	12	75-90	55
18	3 1/2"	3/4"	4 1/2"	12	75-90	65
20	3 1/2"	3/4"	4 1/2"	14	75-90	85
24	3 1/2"	3/4"	5"	16	75-90	105
30	4"	1"	6"	20	100-120	220
36	4"	1"	6"	24	100-120	285
42	4"	1 1/4"	6"	28	120-150	400
48	4"	1 1/4"	6"	32	120-150	475

FULTON COUNTY STANDARD DETAIL 121
MECHANICAL JOINT BOLT USAGE CHART

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

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DRAWING NO. 121

MAXIMUM TAPPING SLEEVE LENGTH

MAIN & TAP (IN. NOMINAL)	LENGTH (ALONG RUN)
6x6, 6x3, 6x4, 6x2	18"
8x2, 8x3, 8x4, 8x6	19"
8x8	21"
10x2, 10x3, 10x4, 10x6	19"
10x8, 10x10	23"
12x2, 12x3, 12x5, 12x6	19"
12x8	21"
12x10, 12x12	25"

NOTES:

1. ALL TAPPING SLEEVES AND VALVES SHALL BE HYDROSTATICALLY TESTED BEFORE TAP IS MADE. SEE DRWG. 123 FOR TYPICAL INSTALLATION AND NOTES.
2. WORKMEN INSTALLING TAPPING SLEEVE AND VALVE SHALL FOLLOW MANUFACTURER'S INSTALLATION PROCEDURES AND THE REQUIRMENTS OF FULTON COUNTY ENGINEER'S OFFICE.

FULTON COUNTY STANDARD DETAIL 123
TAPPING SLEEVE LENGTH

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

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404-730-7400 FAX: 404-224-0498

DRAWING NO. 123

MAXIMUM
PERMISSIBLE DEFLECTIONS

SIZE (NOM)	PUSH-ON JOINT (18 FT. JOINTS)		MECHANICAL JOINT (18 FT. JOINTS)	
	DEGREE	MAX. OFFSET	DEGREE	MAX. OFFSET
3"	4.0	15"	4.5	17"
4"	4.0	15"	4.5	17"
6"	4.0	15"	4.5	17"
8"	4.0	15"	4.5	17"
10"	4.0	15"	4.5	17"
12"	4.0	15"	4.5	17"
14"	2.5	9.4"	3.0	11"
16"	2.0	7.5"	3.0	11"
20"	2.0	7.5"	2.0	7.5"
24"	2.0	7.5"	2.0	7.5"
30"	1.5	5.5"	2.0	7.5"
36"	1.5	5.5"	2.0	7.5"
42"	1.5	5.5"	1.5	5.5"
48"	1.5	5.5"	1.5	5.5"

NOTES:

1. WHEN A PIPE IS DEFLECTED, THE PIPE SHALL FIRST BE ASSEMBLED IN A STRAIGHT LINE, BOTH HORIZONTALLY AND VERTICALLY BEFORE THE DEFLECTION IS MADE.
2. FOR MECHANICAL JOINT PIPE, THE BOLTS SHALL BE PARTIALLY TIGHTENED BEFORE THE LENGTH OF PIPE IS DEFLECTED. ANY SUPPORTED PIPE, SHALL BE SO SUPPORTED THAT THERE IS ZERO DEFLECTION EXCEPT WHERE EITHER A HORIZONTAL OR VERTICAL CURVE ON A BRIDGE OR OTHER STRUCTURE IS INVOLVED.
3. THRUST RESTRAINTS MAY BE REQUIRED ON THE DEFLECTED JOINTS.

FULTON COUNTY STANDARD DETAIL 120
MAXIMUM PERMISSIBLE JOINT DEFLECTIONS

DATE	REVISIONS	DATE	REVISIONS

DGS/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0498

DRAWING NO. 120

NOM. PIPE DIA.	BELL DEPTH	BOLTS				JOINT ACCESSORY WEIGHT-Lbs.
		DIAMETER	LENGTH	NUMBER PER JOINT	REC. TORQUE Ft.-Lbs.	
4	2 1/2"	3/4"	3 1/2"	4	75-90	10
6	2 1/2"	3/4"	3 1/2"	6	75-90	16
8	2 1/2"	3/4"	4"	6	75-90	25
10	2 1/2"	3/4"	4"	8	75-90	30
12	2 1/2"	3/4"	4"	8	75-90	40
14	3 1/2"	3/4"	4 1/2"	10	75-90	45
16	3 1/2"	3/4"	4 1/2"	12	75-90	55
18	3 1/2"	3/4"	4 1/2"	12	75-90	65
20	3 1/2"	3/4"	4 1/2"	14	75-90	85
24	3 1/2"	3/4"	5"	16	75-90	105
30	4"	1"	6"	20	100-120	220
36	4"	1"	6"	24	100-120	285
42	4"	1 1/4"	6"	28	120-150	400
48	4"	1 1/4"	6"	32	120-150	475

FULTON COUNTY STANDARD DETAIL 121
MECHANICAL JOINT BOLT USAGE CHART

DATE	REVISIONS	DATE	REVISIONS

DES/DRN/CHKD: CMS
APPROVED: REW
DATE: 12-2-05

FULTON COUNTY

FULTON COUNTY PUBLIC WORKS
141 PRYOR ST. ATLANTA, GA. 30303
404-730-7400 FAX: 404-224-0498

DRAWING NO. 121

PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #20-154)
TASK ORDER #138

Buice Road Bridge Replacement over Johns Creek (PI0017830 CS111)
CONSTRUCTION ENGINEERING & INSPECTION
SCOPE OF SERVICES

This TASK ORDER between the parties is entered pursuant to the CONTRACT AGREEMENT (RFQ #20-154)and shall serve as authorization by the City of Johns Creek to LOWE ENGINEERING ("CONSULTANT") to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and in the CONTRACT AGREEMENT (RFQ #20-154). Now therefore, the parties agree as follows:

Location and Project Description:
The project will replace the existing bridge over Johns Creek on the existing alignment, utilizing a temporary off-site detour while raising the existing profile approximately 5 feet to mitigate the risk of flooding. The roadway typical section consists of two 11-foot lanes, one in each direction, urban shoulders, and pedestrian facilities. These pedestrian facilities include a 5-foot sidewalk to the north of Buice Road and a 10-foot shared use path to the south.

Description of Services: The services to be performed by the CONSULTANT pursuant to this TASK ORDER (the "WORK"), include, but are not limited, to the following:

- **Provide Construction Engineering & Inspection services to include the following:**

    - Conduct a pre-construction meeting. Discuss scope of the project, the project schedule (including liquidated damages), testing requirements, reporting requirements, erosion control, traffic control, bulletin board requirements, FHWA 1273 requirements, and expected quality of the contractor's work.

    - Assure proper coordination of all stakeholders including utility companies.

    - Maintain organized, accurate and complete records of all events and activities associated with the project in accordance with FHWA and GDOT requirements. These will include but not be limited to project diaries, GDOT Inspection Reports, Materials Certification Logs, CUF forms, Labor interviews, materials checklist, tickets and any quantity computation documentation. The consultant is expected to measure pay item quantities to verify contractor pay requests. All documents will be kept current and available for inspection and audit by the City for the duration of the project.

    - Receive all submittals from the contractor. Forward submittals to the city of Johns Creek, and then to EOR and GDOT for approval.

    - Complete all forms required by GDOT for project acceptance and closeout.

- Assist city staff in preparation for any GDOT or FHWA audits.

- Provide interpretations of the specifications and special provisions.

- Ensure prime construction contractor maintains an accurate set of as-built plans to be delivered to Johns Creek in electronic format upon completion of the project.

- Make minor adjustments to the construction plans and/or corresponding documentation to better fit field conditions. Notify the City of all field adjustments.

- Periodically review and verify the horizontal and vertical accuracy of the contractor's work. The consultant shall periodically review and check the "lines and grade" on all phases of work including sub-grade, base installations, curb and gutter, etc. where required.

- Provide periodic inspection of the contractor's construction survey and staking where required.

- Act as the representative of the City, while in the field and to make recommendations to the City to resolve issues and disputes which may arise in relation to the construction contract.

- Maintain an appropriate number of qualified staff on sites during contractor operations.

- Review and recommend approval of all contractor invoices and forward invoices to the City for payment. A cost summary sheet shall be included with all invoices. The cost summary sheet shall show all quantities incorporated into the project for that reporting period. These quantities shall be reviewed, verified and checked by the consultant. The summary sheet will have individual line items for each pay item in the construction package. Verified cost summary sheets shall be submitted to the City by the consultant by the 10th of each month.

- Forward complete project file and records to the City at project close-out. Ensure that GDOT receives original materials invoices and tickets as required (copies shall be given to the City).

- Conduct meetings, as appropriate, between parties associated with this contract and provide minutes from these meetings to the City and the project file.

- Maintain a current certified log of all materials and their supplier entering and being incorporated into the project.

- Assure that materials sampling and testing is performed by **CONSULTANT** as outlined in the **GDOT** Sampling & Testing Manual. Material testing, such as breaking concrete cylinders, shall be performed in a **GDOT** approved Material Testing Laboratory.

- Verify that all materials and applicable concrete mix designs incorporated into the work are from GDOT approved suppliers, and/or that appropriate materials testing is performed by Contractor and approved. Maintain as part of the project

documents current and accurate records of all sampling and materials testing results and material invoices. All materials testing documentation and material invoices shall be in a format which meets GDOT requirements.

- Consultant will contact the city with ANY item, which significantly changes the character of the original scope of work. The consultant will NOT authorize any additional work without approval of the City.

- Review and assess any claim submitted by the contractor. The City expects that most potential claim situations can be addressed in the field without being "elevated" any further. When the consultant is unable to reach an agreement with the contractor the consultant shall forward the claim to the City with recommendations regarding the disposition of the claim and include back-up information in support of the recommendations.

- Periodically review and verify that the contractor is meeting all NPDES guidelines, if applicable.

- Review and document compliance with all permits issued as part of this project.

- Provide digital photographs of the project sites prior to, during and after construction operations.

- Organize, attend and provide minutes of progress meetings with the prime contractor and any subcontractor whose work is on the current critical path.

- Notify utilities to begin required relocations when construction bids are approved by the City Council. This notification shall indicate the approved contractor's name, date of the pre-construction meeting and estimated construction start date.

- Coordinate and attend utility relocation meetings with the contractor and utility companies whose facilities are within the project limits and are in conflict with construction. The consultant will be responsible for facilitating the transfer of information between utility companies and the contractor to prevent delays with utility relocation.

- Review and verify that the traffic control procedures implemented by the contractor conform to the City plans and specifications, GDOT specifications and MUTCD requirements. For projects involving detours, the Consultant shall verify that proper signing is being maintained.

- Inform & coordinate with all affected businesses and homeowners prior to working at the affected property.

- Provide direction to the contractor as needed and inspect all work, including but not limited to, traffic control, grading, retaining wall construction, resurfacing of roadway, trail construction, drainage improvements, driveway construction, erosion control, and grassing.

- Inspect all work on the project to verify that materials and workmanship meet or exceed GDOT specifications, standards and details, and the plans, details and

contract documents including scope of work and approved budgets.

- Ensure that all Federal and State "mandatory" posters are posted on a bulletin board at the worksite.

- Ensure that the project is administered according to GDOT Construction Manual.
- Provide monthly progress reports to the City.
- Ensure that all DBE requirements are being met. Verify that firms are certified with GDOT Equal Opportunity Office. Copies of subcontractor contracts shall be submitted for review and concurrence. All DBE reports shall be inspected for accuracy and forwarded to the City before the 10th of each month.
- Ensure that contractor and subcontractors comply with all applicable requirements of the Davis-Bacon Act. All Davis-Bacon reports shall be inspected for accuracy and forwarded to the City before the 10th of each month.

CONSULTANT Deliverables to CITY

- All electronic documents, project files, material invoices, tickets, inspection reports, photographs, and permits associated with this project

ITEMS TO BE PROVIDED BY CLIENT

1. Any adjacent work or known construction improvements along the corridor.
2. Any final plats along the corridor.
3. Approved construction plans.

Payment

Request for payment must include:

- Johns Creek Project Number & Purchase Order
- Total amount due per task
- Total previously earned
- Total earned to date
- Summary of work completed
- Summary of work to be completed

Design Specifications and Guidelines: The construction, engineering and inspection services will be performed on an hourly basis with a Not-To-Exceed amount as follows:

Task 1 – CEI Services	**$ 424,779**
Task 2 – Material Testing	**$ 75,221**
Additional Services (As Needed)	**$ 50,000**
Total Fee not to exceed	**$ 550,000**

The CONSULTANT shall coordinate the proposed improvements with any proposed construction plans within the project limits.

This TASK ORDER is subject to the terms and conditions of the original CONTRACT AGREEMENT (RFQ #20-154) entered between the parties.

General Scope of Service: The WORK under this TASK ORDER is to be commenced upon receipt of "Notice to Proceed" (NTP). The WORK will be completed within 9 months after Notice to Proceed.

The CONSULTANT shall prepare a schedule showing milestone completion dates based on completing the WORK (hereinafter referred to as the "Schedule for Completion"), excluding City review time. The Schedule for Completion will be revised to reflect the actual NTP date and will be updated as required throughout the project duration.

Within Five days after the end of each month commencing 30 days after the execution of the TASK ORDER, the CONSULTANT shall submit a report which shall include, but not be limited to, a narrative describing actual work accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (hereinafter referred to as "Narrative Report"). No invoice for payment shall be submitted and no payment whatsoever will be made to the CONSULTANT until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

The CONSULTANT shall coordinate and attend periodic meetings with the CITY regarding the status of the TASK ORDER. The first of these meetings shall be at no more than 60% completion. The CONSULTANT shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

The CONSULTANT agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes and printouts and any other data prepared under the terms of this TASK ORDER shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONSULTANT.

The CONSULTANT shall notify the City of any errors or deficiencies in the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the City by the design consultant pursuant to this TASK ORDER. The CONSULTANT shall notify the City of any errors or deficiencies in the designs, drawings, specifications, and other services furnished by the design consultant for this TASK ORDER. All revisions shall be coordinated with the CITY prior to issuance. The CONSULTANT shall be responsible for any claim, damage, loss or expense that is attributable to errors, omissions, or negligent acts related to the services described pursuant to this TASK ORDER.

For each "Task" enumerated in "Design Specifications and Guidelines," the fees shall be paid for such task as provided however, CONSULTANT agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement.

CONSULTANT	CITY
By: _____	By: _____
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

Attachment: Fee Documentation

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

March 18, 2025

Mayor John Bradberry
City of Johns Creek
11360 Lakefield Drive,
Johns Creek, GA 30097

ATTN: Brian O'Connor, P.E, Public Works Director

Subject: **Construction Agreement for Execution**
P.I. 0017830, Fulton County
Buice Road (CS111) Bridge Replacement

Dear Mayor Bradberry,

The Department accepts the recommendation from The City of Johns Creek to award Georgia Bridge and Concrete, LLC the contract for construction services concerning the above referenced project. In addition, the Department is requesting that The City of Johns Creek submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is $10,000.00 (*Number is based on estimated CST time; $10,000 per 12 months of CST*). Eighty percent of that amount ($8,000.00) will be paid through federal funding. The remaining 20% ($2,000.00) is to be paid by the City of Johns Creek. Please send payment in the amount of $2,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue The City of Johns Creek a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, Gretel Sims, at 404-747-2558.

Sincerely,

Kimberly Nesbitt
State Program Delivery Administrator

KWN:CAR:NEN:GSS
Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
Albert Shelby III, Director of Program Delivery
Paul DeNard, P.E. PTOE, District 7 Engineer
Christopher Woods, District 7 Construction Manager

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
THE CITY OF JOHNS CREEK

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

☒ CFDA # 20.205 - Highway Planning and Construction Cluster
☐ CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and THE CITY OF JOHNS CREEK, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project # P.I. 0017830, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated ("O.C.G.A."), the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be replace the existing CS111/Buice Road bridge over Johns Creek on the existing alignment, utilizing a temporary off-site detour while raising the existing profile approximately five feet to mitigate the risk of flooding. The roadway typical section consists of two 11-ft lanes, one in each direction, urban shoulders, and a 5-ft sidewalk on the north side and 10-ft trail on the south side of Buice Road.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental, and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit “A”, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 7 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; Federal Highway Administration("FHWA") guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT's Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT's Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", current edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the

DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II
COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, 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 SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in 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.

ARTICLE III
REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 1,095 Calendar Days after receipt of the written "Notice to Proceed"(based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI
INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

☐ shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

X is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

(1) Bodily injury by accident - per employee $100,000;
(2) Bodily injury by disease - per employee $100,000;
(3) Bodily injury by disease – policy limit $500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:
(1) Each Occurrence Limit $1,000,000
(2) Personal & Advertising Injury Limit $1,000,000
(3) General Aggregate Limit $3,000,000
(4) Products/Completed Ops. Aggregate Limit $2,000,000

c) Automobile Liability with at least the minimum coverage:
(1) Combined Single Limit $1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:
1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Foom Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State

of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations ("FAR") Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is FIVE MILLION, SEVEN HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY-ONE DOLLARS AND EIGHTY CENTS ($5,739,781.80). The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is FIVE MILLION, THREE HUNRED SEVENTY THOUSAND DOLLARS AND NO CENTS ($5,370,000.00), which is the total Federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed FIVE MILLION, THREE HUNRED SEVENTY THOUSAND DOLLARS AND NO CENTS ($5,370,000.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of

work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT 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 the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT's representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall

immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE IX
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit "A," WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

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

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

ARTICLE XIV
TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit "E" of this Agreement.

C. IT IS FURTHER CERTIFIED that the provisions of Section 50- 24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit "F" of this Agreement.

D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.

E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Thirteen point zero three percent (13.03%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.

F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all

applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.

J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XVIII
MISCELLANEOUS

A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.

B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand

exact and strict compliance by the other party with the terms and conditions of this Agreement.

D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.

G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of 6,000 hours.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Georgia Department of Transportation THE CITY OF JOHNS CREEK

By:_____(Seal)
Commissioner

By:_____(Seal)
Mayor

Name:_____

Signed, sealed and delivered
This _____, Attest:
in the presence of:

_____
Treasurer

_____
Witness

Name:_____

Title:_____

_____
Notary Public (Notary Seal)

Name:_____

Title:_____

This Agreement, approved by

THE CITY OF JOHNS CREEK, the
_____(date)

Attest:

_____
Name and Title

_____

Federal Employer Identification Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

THE CITY OF JOHNS CREEK

P.I. No. 0017830

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

The project proposes to replace the existing CS111/Buice Road bridge over Johns Creek on the existing alignment, utilizing a temporary off-site detour while raising the existing profile approximately five feet to mitigate the risk of flooding. The roadway typical section consists of two 11-ft lanes, one in each direction, urban shoulders, and a 5-ft sidewalk on the north side and 10-ft trail on the south side of Buice Road.

FHWA-1273 – Revised October 23, 2023

EXHIBIT B

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

THE CITY OF JOHNS CREEK

P.I. No. 0017830

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

Construction will be completed by date stated in Article IV, Time of Performance of the Agreement.

Award contract	4/14/2025
Construction NTP	4/21/2025
Corrective List	4/21/2026
Final inspection	5/20/2026

EXHIBIT D

BUDGET ESTIMATE

THE CITY OF JOHNS CREEK

P.I. NO 0017830

INSERT LOW BID TAB BEHIND THIS PAGE (delete this note)

EXHIBIT E

NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, 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 [also 49 CFR Part 27]), 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 after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement 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 the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement 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 grounds 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 State 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 State 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 State 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 Contractor under the contract until the Contractor complies, and/or

   b. cancellation, termination or suspension of this contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State 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 a 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 interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ whose address is_____ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,

2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,

3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____,_____ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____ Date

_____
Signature
Name:_____
Title:_____

EXHIBIT G

FEDERAL AID IDENTIFICATION WORKSHEET

Subrecipient's name (must match registered name in DUNS)	**City of John's Creek** **11360 LAKEFIELD DR, JOHNS CREEK, GA 30097**
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	**R1HSDV1EFG69**
Federal Award Identification Number (FAIN)	**693JJ22230000Y230GA0017830**
Federal award date (see § 200.39 Federal Award Date	
Subaward Period of Performance Start and End Date	
Amount of Federal Funds Obligated by this action	
Total Amount of Federal Funds Obligated to the subrecipient	
Total Amount of the Federal Award	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**CS111/Buice Boad Bridge Replacement**
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	**20.205**
Identification of whether award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	

EXHIBIT H
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s)deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide policies/sexualharassment-prevention-policy;

2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy

2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	The City of Johns Creek Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

APPENDIX A

THE CITY OF JOHNS CREEK
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the _____ and duly authorized representative of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,

3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.

4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,

including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Date Signature (Seal)

Name: _____

Title: _____

Instructions for Appendix A Certification

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORs)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.

2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.

3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

(a) Each unit of The City of Johns Creek having a population in excess of 1,500 persons or expenditures of $550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the The City of Johns Creek for each fiscal year of the The City of Johns Creek.

(b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.

(c) The governing authority of each local unit of government having expenditures of less than $550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.

(d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the The City of Johns Creek. Those units of The City of Johns Creek not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

_____ _____

Date Signature

Name: _____

Title: _____

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____
Date Commissioner

APPENDIX D

CERTIFICATION OF THE CITY OF JOHNS CREEK

STATE OF GEORGIA

I hereby certify that I am the Mayor of The CITY OF JOHNS CREEK in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

_____ _____

Date THE CITY OF JOHNS CREEK

Name: _____

Title: _____

APPENDIX E

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	P.I # 0017830 and CS111/Buice Road Bridge Replacement
Sponsor's Name:	The City of Johns Creek
Sponsor's Address:	11360 Lakefield Drive, Johns Creek, GA 30097

SPONSOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number

Date of Authorization (EEV/E-Verify Company Identification Number)

_____

City of Johns Creek

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

_____ _____

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

_____ _____

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF_____, 20_____

_____ [NOTARY SEAL]

Notary Public

My Commission Expires: _____

APPENDIX F
INSURANCE CERTIFICATE

Incorporated by reference.

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF JOHNS CREEK, GEORGIA AND FULTON COUNTY, GEORGIA FOR THE ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF WATER AND SEWER SERVICE LINES ASSOCIATED WITH THE BUICE ROAD BRIDGE REPLACEMENT PROJECT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is executed as of _____ day of _____, 2025, by and between **CITY OF JOHNS CREEK, GEORGIA** ("CITY"), a municipality of the State of Georgia, and **FULTON COUNTY, GEORGIA** ("COUNTY"), a political subdivision of the State of Georgia. The term "Party" refers individually to either the CITY or the COUNTY and the term "Parties" refers to both the CITY and the COUNTY.

WHEREAS, the CITY proposes to undertake a transportation project to construct the Rogers Bridge Road and Bell Road Trail Projects by contract through its competitive bidding procedures ("TRANSPORTATION PROJECT"); and

WHEREAS, the COUNTY owns and maintains fire hydrants, water mains, water meters, sanitary sewer lines, service lines, valves, and other infrastructure associated with water and sanitary sewer services as shown on construction plans for the TRANSPORTATION PROJECT ("UTILITIES"); and

WHEREAS, the UTILITIES must be adjusted or relocated as a result of the TRANSPORTATION PROJECT ("UTILITIES RELOCATION"); and

WHEREAS, the COUNTY does not have adequate equipment and staff to adjust or relocate its UTILITIES, or for other reasons considers it advantageous to have this work included in the TRANSPORTATION PROJECT contract to be let to bid by the CITY; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, Subparagraph I, Subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and CITY desire to enter into an IGA to facilitate the UTILITIES RELOCATION; and

WHEREAS, as consideration for UTILITIES RELOCATION the COUNTY will reimburse the adjustment or relocation cost incurred by the CITY; and

WHEREAS, the COUNTY and CITY have determined that this IGA serves the best interest of all parties and their citizens by improving transportation and utility infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual

promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the COUNTY and the CITY covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and utility infrastructure improvements.

II. COMPENSATION AND PAYMENT.

The total estimated cost of UTILITIES RELOCATION work contemplated under this IGA is **Three Hundred Thousand Dollars ($300,000.00).** Said amount shall be the total COUNTY contribution to the UTILITIES RELOCATION work contemplated under this IGA and is the maximum amount of the COUNTY's obligation under this IGA, unless the IGA is amended by the parties as provided herein. It is agreed that the compensation specified herein includes both direct and indirect costs incurred in the performance of this IGA under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the laws of the State of Georgia. Should either Party, pursuant to the provisions of this IGA, terminate the work under this IGA, the performing Party shall be paid for the percentage of work completed as of the date of termination.

III. OVERVIEW.

The UTILITIES RELOCATION project contemplated by this IGA consists of the following:

ADJUSTMENT, RELOCATION AND/OR CONSTRUCTION OF WATERLINE AND ANCILLIARY VALVES AND HYDRANTS ASSOCIATED WITH THE BUICE ROAD BRIDGE REPLACEMENT PROJECT.

IV. FULTON COUNTY'S RESPONSIBILITIES.

1. The COUNTY shall undertake the UTILITIES RELOCATION project design and submit a cost estimate to the CITY for its utility adjustment or relocation based on GDOT specifications and mean item summary.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the COUNTY prior to advertising for bids.
3. The COUNTY shall have the right to visit and to inspect the UTILITIES RELOCATION work at any time and to advise the CITY's engineer of any observed discrepancies or potential problems with the approved UTILITIES RELOCATION plan.
4. The COUNTY shall respond, in a timely manner, to any issue that may arise during the

construction phase of the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters within the control of the COUNTY so as not to delay the contractor under any circumstances.

5. The COUNTY is responsible to reimburse all material and labor costs to the CITY related to specified UTILITIES RELOCATION work perform as part of the TRANSPORTATION PROJECT. The reimbursement shall be based on the actual construction costs and shall be paid by the COUNTY within thirty (30) days after delivery of payment request by the CITY.
6. Upon certification by the CITY's engineer that the UTILITIES RELOCATION work has been completed in accordance with the plans and specifications, the COUNTY will accept the adjusted, relocated and/or newly construction UTILITIES and will thereafter operate and maintain said UTILITIES without further cost to the CITY or its contractor.

V. CITY OF JOHNS CREEK'S RESPONSIBILITIES.

1. The CITY shall undertake the UTILITIES RELOCATION contracting and construction and shall assume responsibility for management and completion of the UTILITIES RELOCATION project.
2. The plans and estimate for the UTILITIES RELOCATION work shall be subject to approval of the CITY prior to advertising for TRANSPORTATION PROJECT bids.
3. All UTILITIES RELOCATION work, necessary for the adjustment or relocation of the described UTILITIES in accordance with the final UTILITIES RELOCATION plans when approved, shall be included in the TRANSPORTATION PROJECT contract and let to bid by the CITY.
4. All construction, engineering and contract supervision for the TRANSPORTATION PROJECT shall be the responsibility of the CITY. The CITY shall be responsible to assure that all UTILITIES RELOCATION work is accomplished in accordance with the plans and specifications and to consult with the COUNTY before authorizing any changes or deviations which affect the COUNTY's UTILITIES.
5. The CITY shall respond, in a reasonably timely manner, to any issue that may arise during the construction phase for the UTILITIES RELOCATION. Every reasonable effort shall be made with respect to matters with the control of the CITY so as not to delay the contractor under any circumstances.

VI. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.

2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.

3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

VII. **TERM.** This IGA shall be effective upon execution by both Parties and continue until December 31, 2028, unless the IGA is terminated as provided herein by either Party, and in no event shall exceed a fifty (50) year term. The Parties may agree to amend this IGA at any time as provided for herein.

VIII. **TERMINATION**. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or

2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.

IX. **RESPONSIBILITY FOR CLAIMS AND LIABILITY.**

It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this IGA or stems from any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence actions or omissions of its own agents, officers, and employees. Either Party may self-fund its obligations under this IGA. However, nothing herein shall be construed as a waiver of any Party's sovereign immunity or the immunities available to the officials, officers and employees of the Parties. The CITY shall ensure that any contractor retained or selected by the CITY to provide services related to the UTILITIES RELOCATION work contemplated in this IGA shall agree to indemnify and hold harmless the COUNTY as well as its commissioners, officers, officials, employees, and agents, from and against any and all loss and/or expense which it or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, arising out of the UTILITIES RELOCATION work irrespective of the COUNTY's negligence (except that no Party shall be indemnified for their own sole negligence). Any contractor retained by the CITY, if requested, shall assume and defend at the contractor's own expense, any suit, action or other legal proceedings arising therefrom in which the COUNTY, and/or its commissioners, officers, officials, employees, and agents, are named as a party, and the contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which

may be rendered against the COUNTY and/or its commissioners, officers, officials, employees, and agents, arising therefrom. The CITY shall ensure that the provisions of this Article are included in all contracts and subcontracts.

X. INSURANCE. Prior to beginning the UTILITIES RELOCATION work, the CITY shall obtain and where the CITY is utilizing the services of a contractor to carry out the UTILITIES RELOCATION work, shall also cause its contractors to obtain and furnish certificates of insurance in which the COUNTY is named as an "Additional Insured," for the following minimum amounts of insurance prior to the undertaking of any of the activities contemplated under this IGA, as applicable:

i. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
ii. Public Liability Insurance in an amount of not less than one hundred thousand dollars ($100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars ($300,000) on an account of any one occurrence.
iii. Property Damage Insurance in an amount of not less than fifty thousand dollars ($50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars ($100,000).
iv. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

Insurance shall be maintained in full force and effect during the life of this IGA and until final completion of the UTILITIES RELOCATION work contemplated under this IGA. The scope and coverage of the insurance protection shall extend beyond the completion of the UTILITIES RELOCATION project until the expiration of any applicable statutes of limitations. The CITY shall retain the right to satisfy any or all of its insurance obligations under this IGA by means of a Self-Funded Plan or Program. Nothing herein shall be construed as a waiver of either Party's sovereign immunity as a governmental body, or waiver of any governmental immunities available to its officers, officials, employees or agents.

XI. CONFIDENTIALITY.

The CITY agrees to establish appropriate administrative, technical, and physical safeguards to ensure that it does not provide and make available confidentiality, protected, proprietary or privileged data in the System. The CITY agrees to abide and comply with all applicable laws, rules and regulations relating to privacy and confidentiality of protected information.

XII. REPRESENTATIONS REGARDING DATA.

Each Party has made its best efforts to ensure the accuracy and completeness of the

information and data transferred or made available through the performance of the IGA. Each Party makes no warranties or representations to the public, to the other Party or to third parties regarding data made available through the performance of the IGA. It shall be the responsibility of each Party or any third party to verify the accuracy of data. Each Party to this IGA accepts no liability that may arise from the use of data by any person or any third party. All information is provided "as is" with no warranty of any kind concerning fitness of use. No Party to this IGA shall be liable for the use of data or any inferences, judgments, or decisions resulting from use of data.

XIII. TIME OF PERFORMANCE.

Time is of the essence in all matters pertaining to this IGA. The CITY shall perform its responsibilities under this IGA, commencing on receipt a copy of written "Notice to Proceed" from Fulton County, shall complete the UTILITIES RELOCATION project based on the construction time for the TRANSPORTATION PROJECT.

XIV. REVIEW OF WORK.

Authorized representatives of the COUNTY may at all reasonable times review and inspect the activities and data collected under the terms of this IGA and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the CITY related to the UTILITIES RELOCATION. The COUNTY reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned. Acceptance of the UTILITIES RELOCATION work shall not relieve the CITY to exercise reasonable care to correct, at its expense, any of its errors in the UTILITIES RELOCATION work. The COUNTY's review recommendations shall be incorporated into the UTILITIES RELOCATION work activities of the CITY.

XV. RECORDS.

The CITY shall keep accurate records in a reasonable manner approved by the COUNTY with regard to the UTILITIES RELOCATION activities conducted under this IGA and submit to the COUNTY upon request, such information as is required in order to ensure compliance with this IGA.

XVI. MISCELLANEOUS.

A. **Entire Agreement; Counterparts**. This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the

Parties, shall in any event be effective unless the same shall be in writing and signed by the COUNTY and CITY, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

B. **Governing Law**. This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.

C. **Limitation on liability**. No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity or other governmental immunity as allowed by law.

D. **Representations and Warranties of the Parties**. In furtherance of the public purposes of this IGA, the COUNTY and CITY hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

1. **Authority**. Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

2. **Public Purpose**. This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1 983, Art. IX, Sec. V. Par. I (a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and

enforceable against the Parties and their successors during the term hereof in accordance with its terms.

3. **No Conflicting Agreements**. The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which the COUNTY and/or CITY are a Party or which purports to be binding upon said Parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the COUNTY and CITY to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.

E. **Assignment; Binding Effect**. The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of the COUNTY and the CITY. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

F. **No Third-Party Beneficiaries**. This IGA is made between and limited to the COUNTY and CITY, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the COUNTY and CITY, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.

G. **Relationship of Parties**. Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligate the other Party except as expressly set forth in this IGA.

H. **Survival of Representations**. All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

I. **Notices**. Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To the COUNTY:

Abul K. Howlader
Engineering Administrator
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

To the CITY:

Allison Tarpley
City Clerk
11360 Lakefield Drive
Johns Creek, Ga 30097

Copy to:

City Attorney
CAROTHERS & MITCHELL, LLC
1809 Buford Highway
Buford, Ga 30518

J. Severability Clause. In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

CITY OF JOHNS CREEK, GEORGIA

By: _____
John Bradberry, Mayor

Attest:

By: _____
Allison Tarpley, City Clerk

Approved as to Form:

By: _____
City Attorney

FULTON COUNTY, GEORGIA

By: _____
Robert L. Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier, Commission Clerk

Approved as to Form:

By: _____
County Attorney

AGENDA REPORT

To: Honorable Mayor and City Council

From: Kimberly Greer, City Manager

Agenda: March 24, 2025 – Work Session

Item: Policy for Acceptance of Legal Documents

Item Summary

Staff recommends adopting a policy to formalize the practice for accepting legal documents including summons, complaints, and subpoenas where the City, Mayor, Council, and/or a City Department is the target of the legal document.

Background

The Charter provides that the Mayor shall be "the head of the City" for the purpose of service of legal documents (including summons, legal complaints, and subpoenas) naming the City, Mayor, Council, and/or City Department.

In practice, the Mayor is not always at City Hall to accept the service of legal documents. When legal documents are received, staff reviews the documents and makes contact with the Mayor in order to arrange for service to be effectuated.

Update

To strengthen the existing practice, having a policy in place would ensure that in the event the Mayor is unable to accept service of the legal document at that time, authorized staff would be able to accept service. Using best practices from other cities, staff recommends the City Attorney, City Manager, and Assistant City Managers be formally authorized to accept service. As described in the attached proposed Legal Documents Policy, staff will continue to make contact with the Mayor in order to arrange for service to be effectuated.

Financial Impacts

No financial impacts are anticipated in establishing a formal process for the acceptance of legal documents.

Next Steps

Pending any adjustments or clarifications requested from Council, staff will prepare a Resolution by which the Council could consider adopting the attached policy for the acceptance of legal documents.

Attachment

1. Proposed Legal Documents Policy

POLICY REGARDING ACCEPTANCE AND PROCESSING OF LEGAL DOCUMENTS

This policy outlines the process and procedures for receiving and handling legal documents, including summons, complaints, and subpoenas where the City and/or Mayor and/or Council and/or a City Department is the target of the legal document (hereinafter "Legal Document"). This policy does not apply to documents where a particular City employee or staff member is the target. No person other than the targeted employee may accept service.

A. Process Via Hand Delivery

If the Legal Document arrives at City Hall via courier or process server, the receptionist must provide the courier or process server a form on which he or she will record the date and time and name and contact information of the courier or process server. The receptionist will immediately notify the City Attorney that a person is at City Hall with a Legal Document to be served. If the City Attorney is not at City Hall or not available, the receptionist will immediately notify an Assistant City Manager. If neither the City Attorney nor the Assistant City Manager is available, then the City Manager must be contacted. If the City Manager is not available, then the courier or process server will be told to come back at another time.

The Charter provides that the Mayor shall be "the head of the City" for the purpose of service of process. Therefore, the City Manager, City Attorney, or Assistant City Manager will verify the identity of the individual delivering the documents; ensure, to the extent possible, that s/he is authorized to serve legal papers; request proper identification if needed of the courier or process server, review the Legal Document, and immediately make contact with the Mayor in order to arrange for service to be effectuated. In the event the Mayor is unable to accept service of the Legal Document at that time, the following is a prioritized list of staff who may accept service in the Mayor's stead:

1. City Attorney;
2. City Manager; and
3. Assistant City Manager.

No other person is authorized to accept and sign for a Legal Document, including administrative assistants, executive assistants, receptionists, and staff members. In the event none of the identified individuals above are available, then the courier or process server will be told to come back at another time. Once the Legal Document has been accepted and signed for, the Legal Document must be immediately delivered to the City Attorney and followed up with an email to the City Attorney to confirm that the City Attorney has received the Legal Document.

If the courier or process server wishes to leave the Legal Document with the receptionist, the receptionist will inform the courier or process server that the receptionist is not authorized to accept the Legal Document. If the Legal Document is nevertheless left with the receptionist, s/he must immediately deliver the Legal Document to the City Attorney with an explanation of the situation and a follow up email to confirm receipt of the Legal Document.

B. Process Via Mail or Delivery Service

If the Legal Document arrives at City Hall via the U.S. Mail or a delivery service like FedEx, once it is determined that the papers constitute a Legal Document, the recipient must immediately take the Legal Document to the City Attorney and follow up with an email to the City Attorney to confirm that the City Attorney has received the Legal Document. As shown in the attached exhibit), Legal Documents typically have the name of the court at the top followed by the plaintiff versus defendant in which Johns Creek is named as the defendant.

C. Post Service Steps for New Matters

After the City Attorney has reviewed the Legal Document, the City Attorney will email the Assistant City Manager who works with the Human Resources Department (including the Risk Manager) to confer about whether the Legal Document presents a matter that should be sent to the City's insurer or if City staff will address the matter internally. If the matter will be turned over to the insurer, the Risk Manager will take the lead to do so and will keep the Assistant City Manager who works with the Human Resources Department (including the Risk Manager) and City Attorney regularly informed about the status of the claim. If it is a matter to be kept "in house," the Assistant City Manager will determine who will be the point person to address the situation. The Assistant City Manager will speak with the point person and follow up with an email to confirm. The City Attorney will follow up on any deadlines or requirements specified in the Legal Document, ensuring that all responses are timely and compliant with legal obligations.

D. Post Service Steps for Existing Matters

After the City Attorney has reviewed the Legal Document and determines that the matter is not new, the City Attorney will deliver the Legal Document to the Risk Manager. The Risk Manager will then either forward it to the insurer and any outside counsel or forward it to the internal point of contact handling the matter. The City Attorney will follow up on any deadlines or requirements specified in the Legal Document, ensuring that all responses are timely and compliant with legal obligations.

E. General Considerations

1. Time is very important in these situations. Do not delay in carrying out this policy.
2. Original documents are to be kept secure and are not to be altered. Make copies as needed.
3. Legal Documents and related communications must be handled with strict confidentiality to protect the legal interests of the City.
4. Document anything that seems unusual or strange, such as multiple duplications, missing pages, erroneous identification of City staff, etc.

F. Questions – Contact the City Attorney