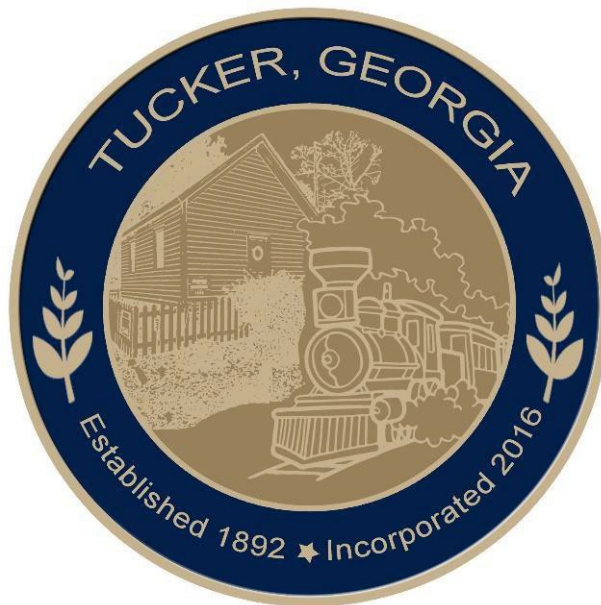


City of Tucker
DeKalb County, GA

Invitation to Bid
ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD
ROADWAY IMPROVEMENT PROJECT PI 0017399



BID MANUAL

City of Tucker
1975 Lakeside Parkway, Suite 350
Tucker, Georgia 30084

TABLE OF CONTENTS

- Invitation (Pg. 2)
- Bid Document Submittal Requirements (Pg. 3,4)
- Exhibit A:
 - Purpose, Intent, and Project Description (Pg. 5)
 - General Conditions (Pg. 5)
 - Prosecution and Progress (Pg. 6)
 - Permits and Licenses (Pg. 7)
 - Bonding and Insurance Requirements (Pg. 7)
 - Public Notification (Pg. 8)
 - Existing Conditions / Deviation of Quantities (Pg. 8)
 - Traffic Control (Pg. 8)
 - Protection and Restoration of Property and Landscape (Pg. 8 & 9)
 - Thermoplastic Pavement Markings (Pg. 9)
 - Clean Up (Pg. 9)
 - Safety (Pg. 9)
 - Subcontractor (Pg. 9)
 - Special Conditions (Pg. 9)
- Exhibit B:
 - Cost Proposal
- Exhibit C:
 - Plans and Designs. Prepared by Atlas Technical Consultants Inc. for the City of Tucker
- Exhibit D:
 - Provided Required Forms
- Exhibit E:
 - FHWA 1273
 - Davis Bacon Wage Rate Determination
 - Environmental Commitments Table ERIT

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT
PROJECT P.I 0017399

INVITATION: The City of Tucker, Georgia requests that interested parties submit bids for the US 78 at Mountain Industrial Boulevard Roadway Improvement Project. Bids will be accepted until the date and time listed below and will be awarded to the responsive and responsible bidder whose bid, conforming with all the material terms and conditions of the ITB, is the lowest in price. Addenda and updates to this bid manual will be posted on the City of Tucker website <http://tuckerga.gov/bids> or may be requested by emailing procurement@tuckerga.gov.

BID ACTIVITY SCHEDULE TBD	
Invitation to Bid Issued	April 14, 2026
Pre-Bid Conference (Optional)	April 29, 2026 at 2:00pm EST
Deadline for Round 1 Questions	May 5, 2026 at 1:00pm EST
Responses to Round 1 Questions Posted (Addenda)	May 11, 2026
Deadline for Round 2 Questions	May 18, 2026 at 1:00pm EST
Responses to Round 2 Questions Posted (Addenda)	May 22, 2026
Bid Deadline	June 4, 2026 at 1:00pm EST
Award at Council Meeting (Tentative)	July 13, 2026
Completion from Notice to Proceed	548 days

SCOPE OF WORK: Refer to Exhibit A and Attached plans (Exhibit C)

QUESTIONS: Submit all questions in writing to procurement@tuckerga.gov with the subject line “Questions: ITB #2026-013”.

PRE-BID CONFERENCE: An optional pre-bid conference will be held virtually via TEAMS on Wednesday, April 29, 2026 at 2:00pm EST. The link for the meeting is as follows:

<https://teams.microsoft.com/meet/258166213377325?p=SAsbMVoivNJJCZVJJS>

ADDENDA: Responses to the questions received will be by addenda and will be posted on the City website www.tuckerga.gov/bids. The signed acknowledgement issued with each addendum must be submitted with the proposal. It is the vendors’ responsibility to verify if any addenda were created.

SUBMITTAL REQUIREMENTS: Vendor shall submit ITB response electronically to procurement@tuckerga.gov so that it is received no later than Thursday, June 4, 2026 at 1:00pm EST with the subject line “Submittal: ITB #2026-013”. The email must contain the vendor’s contact information. Bid Submittal should be one PDF file and named <Company Name>.ITB 2026-013. Bid Submittal.pdf. The submittal email will be opened to confirm receipt of the submittal, but the attached PDF file will remain unopened until the public bid opening.

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT
PROJECT P.I 0017399

BID OPENING: All bids received prior to the deadline will be opened publicly at Tucker City Hall located at 1975 Lakeside Parkway, Suite 350 at 1:00pm EST on Thursday, June 4, 2026 at 1:00pm EST. Preliminary Bid results will be posted on the City’s website, www.tuckerga.gov/bids, following the opening of bids.

BID DOCUMENT SUBMITTAL REQUIREMENTS:

1. Cost Proposal Form (Exhibit B) Provided
2. Certificate of Current Liability, Worker’s Compensation and Vehicle Insurance
3. Current Business License
4. Current Contractor’s License
5. Contractor’s Current GDOT Certification of Qualification
6. Acknowledgement of Addendum issued with each Addendum.
7. Bid Bond Form (Provided)
8. W-9 Form (provided)
9. Notarized Contractor Affidavit Form (Provided)
10. Proposed List of Subcontractors Form (Provided)
11. Related Experience and References Form (Provided)
12. Federal Aid Certification Form (Provided)
13. Notarized Oath of Non-Collusion Form (Provided)
14. Debarment Certificate (Provided)
15. Contact Information Form (provided)

All responses must be received electronically by the Bid Deadline. (Addenda will show any schedule updates). No bids will be received orally or by phone. Any bid may be withdrawn prior to the scheduled opening time or authorized postponement. No bidder may withdraw a bid within 90 days after the opening of the bids. Late bids will not be considered. Bids received after the deadline will be filed unopened.

The City of Tucker reserves the right to reject any and all bids or any part, to waive any formalities to make an award and to re-advertise in the best interest of the City, including without limitation, the right to reject any and all nonconforming, non-responsive, unbalanced or conditional bids. The City of Tucker reserves the right to reject the bid of any bidder whom the City of Tucker believes would not be in the best interest of the project to make an award to that bidder, whether because the bid is non-responsive, the bidder is unqualified, or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City of Tucker.

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT
PROJECT P.I 0017399

EXHIBIT A: SCOPE OF WORK

PURPOSE, INTENT AND PROJECT DESCRIPTION

The City of Tucker (City), requests that interested parties submit formal electronic bids for the construction of the US 78 at Mountain Industrial Boulevard Roadway Improvement Project. This project includes the installation of a narrow median from Greer Circle to Elmdale Drive, realigning the ramps at US 78, paving, striping, traffic signal work, storm drainage installation, concrete work, and other related construction activities Mountain Industrial Boulevard from Greer Circle to Elmdale Drive per the attached plans and specifications.

This document in its entirety for ITB 2026-013 is available for download on the City of Tucker website: www.tuckerga.gov/bids or request via email to procurement@tuckerga.gov.

GENERAL CONDITIONS

The contractor shall execute the work according to and meet the requirements of the following:

- Georgia Department of Transportation (GDOT) Specifications Construction of Transportation Systems, 2021 Edition. Applicable special provisions and supplemental specifications will apply to the contract.
- The Contract Documents including but not limited to the scope of work, plans, and specifications.
- City of Tucker ordinances and regulations.
- OSHA standards and guidelines.
- MUTCD Traffic Control.
- Any other applicable codes, laws and regulations including but not limited to Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated, Title VI of the Civil Rights Act, Drug-Free Workplace Act, and all applicable requirements of the Americans with Disabilities Act of 1990.
- The Davis-Bacon and Related Act prevailing wage requirements.
- There is no DBE goal for this project.
- Bidders submitting a bid less than \$2,000,000 must be either a pre-qualified contractor or a registered subcontractor with GDOT.
- Bidders submitting a bid greater than or equal to \$2,000,000 must be prequalified with GDOT.
- The Contractor shall use suppliers on the appropriate GDOT Qualified Products List.
- All testing is to meet the requirements outlined in the GDOT Sampling, Testing and Inspections Guide. Materials testing and inspections shall be performed by the Contractor and submitted to the City for approval.

The contractor will be responsible for providing all labor, materials, and equipment necessary to perform the work. This is a unit price bid. Payment will be made based on actual work completed.

The contractor is responsible for inspecting the jobsite prior to submitting a bid. No change orders will be issued for differing site conditions.

The successful bidder must have verifiable experience in construction of similar projects in accordance with these specifications. The bidder shall provide at least three examples and reference information (including company name, project name, contact name, phone number and email address) demonstrating experience successfully completing projects of similar scope using the related experience and references form provided.

PROSECUTION AND PROGRESS

Once a successful bidder has been selected and approved by City Council, the City and selected Contractor will coordinate the scheduling of a preconstruction conference. The preconstruction conference shall include, at a minimum, the City, Contractor, , GDOT Area Engineer, and the GDOT Project Manager.

The Contractor will mobilize with sufficient forces such that all construction identified as part of this contract shall be substantially completed within 548 days of Notice to Proceed. The contractor will be considered substantially complete when all work required by this contract has been completed (excluding final punch list work).

Upon Notice of Award, the Contractor will be required to submit a Progress Schedule.

The normal workday for this project shall be 7:00AM to 7:00PM and the normal workweek shall be Monday through Friday. Refer to Special Provision 150 for restrictions on lane closures on US 78 and Mountain Industrial Boulevard. Lane closures on all other public roads shall comply with Special Provision 150. The City will consider extended workdays or workweeks upon written request by the Contractor on a case-by-case basis. No work will be allowed on national holidays (i.e. Memorial Day, July 4th, Labor Day, etc.).

The work will require a 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 substantial completion of the work. The contractor will be allowed to participate in the Final Inspection. All repairs shall be completed by the contractor at the contractor's expense prior to the issuance of Final Acceptance. If the bid price exceeds \$100,000, a one (1) year maintenance bond will be required. The contractor will complete any Punch List work within 60 calendar days.

The contractor shall be assessed liquidated damages in the amount of \$500.00 per calendar day for any contract work (excluding punch list items) that is not completed by 548 calendar days from Notice to Proceed. Liquidated damages shall be deducted from the final payment. The contractor will also be assessed liquidated damages in the amount of \$500.00 per calendar day for not completing any required Punch List work within 60 calendar days.

The contractor shall provide all material, labor, and equipment necessary to perform the work without delay until final completion.

The contractor shall provide a project progress schedule prior to or at the preconstruction meeting. This schedule should accurately represent the intended work and cannot be vague or broad.

The contractor shall submit a two-week advance schedule every **Friday by 2:00p.m.**, detailing

scheduled activities for the following week.

MINORITY BUSINESS POLICY

It is the policy of the City of Tucker that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Tucker encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. The City encourages all companies to sub-contract portions of any City contract to minority business enterprises. There is no DBE requirement for this project.

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.

BONDING AND INSURANCE REQUIREMENTS

No bid may be withdrawn for a period of ninety (90) days after the time has been called on the date of opening.

All bids must be accompanied by a Bid Bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon Notice of Award, the successful contractor shall submit a Performance Bond payable to the City of Tucker in the amount of 100% of the total contract price. The successful contractor shall also submit a Payment Bond in the amount of 110% pursuant to O.C.G.A. § 36- 91-70 and 90. If the bid price exceeds \$100,000 a one (1) year maintenance bond will be required upon project completion.

The contractor shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$3,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.
2. Statutory Workers Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against the City of Tucker and its affiliates.
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the City of Tucker as an additional named insured.

MATERIALS

Materials must come from GDOT approved sources and must follow all included Buy America Provisions. The awarded contractor will be required to submit in writing for approval a list of proposed sources of materials. When required, representative samples will be taken for examination and testing prior to approval. The materials used in the work shall meet all quality requirements of the contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished work have been completed and evaluated. Standard Specification 106 – Control of Materials will be used as a guide. When required, all materials will be tested according to the GDOT Sampling, Testing, and Inspection Manual by an approved

consultant/lab provided by the Contractor and submitted to the City for approval.

PUBLIC NOTIFICATION

The contractor shall be responsible for installing variable message signs at each end of the project in compliance with MUTCD one week prior to commencement of work. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing temporary construction zone signage in compliance with MUTCD one week prior to commencement of work requiring lane closure. Payment for this will be included in the item for Traffic Control. The contractor shall be responsible for installing lane closure and construction signage per MUTCD guidelines. Payment for this will be included in the item for Traffic Control. Properties requiring driveway closures be notified no less than one week prior to said closures.

EXISTING CONDITIONS / DEVIATION OF QUANTITIES

This is a Unit Price bid. Payment will be made for items completed up to the estimated quantity. 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.

TRAFFIC CONTROL

The contractor shall, at all times, conduct their work so as to ensure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the roadway 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.

Traffic, whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress include 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 ensure that the ingress and egress are safely provided when and where needed.

Two-way traffic shall be maintained at all times, 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. Any pavement damaged by such an occurrence will be repaired by the Contractor at no additional cost to the City.

The contractor shall furnish, install, and maintain all necessary and required barricades, signs and other traffic control devices in accordance with the MUTCD and DOT specifications, and 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 contractor's expense, except as otherwise called for in the plans. At no time will contractor remove regulatory signing which may cause a hazard to the public.

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

The contractor shall be responsible for the preservation of all public and private property, crops, fishponds, 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, they 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 correct all disturbed areas before final payment.

ADJUSTING UTILITY STRUCTURES TO GRADE

All utility adjustments and relocations shall be performed by the Contractor unless otherwise noted. The Contractor shall coordinate required utility adjustments with the City superintendent and specified Utility Company. Adjustments to water and/or sewer utilities must be performed by a contractor or subcontractor that is pre-approved by the DeKalb Watershed Management. Utilities that require adjustment by the utility provider shall be coordinated by the Contractor. All adjustments and timelines will be shared with the City.

THERMOPLASTIC PAVEMENT MARKINGS

This work shall include Thermoplastic Pavement Markings. These final pavement markings shall match the signing & marking plans including center lines, lane lines, turn arrows, crosswalks, stop bars, etc. unless specifically directed otherwise by the City. 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. Temporary pavement markings, where required, shall be included in the pay item for thermoplastic pavement markings. There is no separate pay item for temporary pavement markings.

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. Asphalt and other debris shall be removed from gutters, sidewalks, yards, driveways, etc. Failure to perform clean-up activities may result in suspension of the work.

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.

SUBCONTRACTOR

Any contractor utilizing a subcontractor must submit a proposed list of subcontractors as part of the bidding submittal (form provided) and shall provide a Notarized Subcontractor Affidavit (Form to be provided), GDOT Qualification Certificate(s) and Contractor License for each subcontractor upon request by the City of Tucker at any time during the construction contract period.

SPECIAL CONDITIONS

1. All disturbed or damaged grassing, landscaping beyond the project limits is to match existing conditions.
2. All grass strips between the back of curb and front of sidewalk shall be Sod.
3. Contractors shall be required to meet all GDOT lane closure requirements. Signage and all other forms of traffic control shall be included in the “TRAFFIC CONTROL” quantity for the project. A GDOT Traffic Interruption Request (TIR) is required.
4. Yellow ADA detectable warning surfaces and ramp construction should be included in “CONC SIDEWALK, 4IN” quantity for the project.
5. All cost for landscaping removal, demo of existing pavement/curb & gutter, etc. for the project is to be included in the “GRADING COMPLETE” quantity for the project.
6. Removal of any existing thermoplastic shall be done with hydro blasting.
7. See Special Provision 108.08 – Prosecution and Progress attached.
8. See Special Provision 150.6 – Traffic Control attached.
9. See Special Provision 169 – Post Construction Stormwater BMP Items attached.
10. See Special Provision 456 – Rumble Strips attached.
11. See Special Provision 107 – Legal Regulations and Responsibility to the Public attached.
12. See Special Provision 165 – Maintenance of Temporary Erosion and Sedimentation Control Measures.
13. See Special Provision 647GW – Traffic Control Signal Installation.
14. See Special Provision 937GW – Detection Systems.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**DEKALB COUNTY
P.I. No.: 0017399**

Section 108 – Prosecution and Progress

Retain section 108 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 \$1,000 per hour or portion thereof.

These rates are in addition to Liquidated Damages that may be assessed in accordance with Subsection 108.08 for failure to complete the overall project.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**DEKALB COUNTY
P.I. No.: 0017399**

Section 150 – Traffic Control

Retain section 150 as written and add the following:

SECTION 150.6 SPECIAL CONDITIONS:

A. Lane Closures

1. US 78/ SR 410 (Six lane divided roadway)
 - a. Single Lane Closures
 1. Single lane closures are allowed between the hours of 9:00 am to 3:30 pm and 8:00 pm to 6:00 am Monday through Thursday.
 2. Single lane closures are allowed between the hours of 9:00 am to 3:00 pm Friday and 9:00 pm Friday to 8:00 am Saturday.
 3. Single lane closures are allowed between the hours of 8:00 pm Saturday to 9:00 am Sunday.
 4. Single lane closures are allowed between the hours of 8:00 pm Sunday to 6:00 am Monday.
 - b. Double lane closures are not allowed at any time.
2. SR 8 Conn/CR 9476/Mountain Industrial Boulevard (Four lane with flush median roadway)
 - a. Single Lane Closure in each direction
 1. Single lane closure in each direction is allowed between the hours of 9:00 am to 3:30 pm and 8:00 pm to 6:00 am Monday through Thursday.
 2. Single lane closure in each direction is allowed between the hours of 9:00 am to 3:00 pm Friday and 9:00 pm Friday to 8:00 am Saturday.
 3. Single lane closure in each direction is allowed between the hours of 8:00 pm Saturday to 9:00 am Sunday.
 4. Single lane closure in each direction is allowed between the hours of 8:00 pm Sunday to 6:00 am Monday.
 - b. Double lane closures in each direction are not allowed at any time.

B. Milled Surfaces

The contractor shall cover milled surfaces before they are open to traffic.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

Project Special Provision

Section 169—Post-Construction Stormwater BMP Items

169.1 General Description

This work includes constructing the following Best Management Practices (BMPs) as shown in the Plans or as directed by the Engineer. This work also consists of providing maintenance on post construction Best Management Practices (BMPs) including but not limited to:

- Bioretention basins
- Bioslopes
- Dry detention basins
- Enhanced dry swales
- Enhanced wet swales
- Infiltration trenches
- Sand filters
- Wet detention ponds
- Other permanent water treatment structures as shown on the Plans or as directed by the Engineer

169.1.01 Definitions

General Provisions 101 through 150.

169.1.02 Related References

A. Standard Specifications

[Section 109—Measurement and Payment](#)

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

[Section 208—Embankments](#)

[Section 500—Concrete Structures](#)

[Section 511—Reinforcement Steel](#)

[Section 573—Underdrains](#)

[Section 574—Edgedrains](#)

[Section 603—Rip Rap](#)

[Section 643—Fence](#)

[Section 700—Grassing](#)

[Section 702—Vine, Shrub, and Tree Planting](#)

[Section 708—Plant Topsoil](#)

[Section 711—Turf Reinforcement Matting](#)

Section 169—Post Construction Stormwater BMP Items

- Section 800—Coarse Aggregate
- Section 801—Fine Aggregate
- Section 805—Rip Rap and Curbing Stone
- Section 806—Aggregate for Drainage
- Section 814—Soil Base Materials
- Section 830—Portland Cement
- Section 839—Corrugated Polyethylene Underdrain Pipe
- Section 846—Polyvinyl Chloride (PVC) Drain Pipe
- Section 853—Reinforcement and Tensioning Steel
- Section 881—Fabrics
- Section 890—Seed and Sod
- Section 893—Miscellaneous Planting Materials
- Section 894—Fencing
- Section 910—Sign Fabrication
- Section 911—Sign Posts
- Section 914—Sign Paint

B. Referenced Documents

- AASHTO M-252
- AASHTO M-294
- AASHTO M-304
- AASHTO T 215
- ASTM D-422
- ASTM D-698
- ASTM D-1784
- ASTM D-1785
- ASTM D-2434
- ASTM D-2466
- ASTM D-2564
- ASTM D-2665
- ASTM D-3786
- ASTM D-4491
- ASTM D-4533
- ASTM D-4632
- ASTM D-4751
- ASTM D-4833
- ASTM F-758
- ASTM F-949

Section 169—Post Construction Stormwater BMP Items

169.1.03 Submittals

A. As-Built Documents

Within 45 calendar of completing construction of the post-construction stormwater BMP submit as-built documents that contain the specified information for each post-construction stormwater BMP constructed. Submit BMP as-builts to the Engineer, notify stormreports@dot.ga.gov of the submittal, and use the Department’s electronic submittal process.

Subsequent revisions to and submissions of the post-construction stormwater BMP as-built documents following the initial submission shall be at no additional cost to the Department.

B. Compost Documentation

For the compost portion of the engineered soil mix submit a notarized certification that includes the following:

- The feedstock by percentage in the final compost product.
- A statement that the compost meets federal and state health and safety regulations.
- A statement that the composting process has met time and temperature requirements.
- A copy of the lab analysis, less than four months old, performed by a Seal of Testing Assurance certified lab verifying that the compost meets the physical requirements specified.

When requested by the Engineer, one Solvita Compost Maturity Test kit shall be provided. The Solvita Compost Maturity Test kit is available from:

Woods End Research Laboratory Inc.

Box 297

Mt. Vernon, Maine 04352

1-800-0451-0337

email: info@woodsend.org

or approved equal.

169.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, plants, and other accessories including an anti-seep collar, when necessary. Materials shall be approved by the Engineer before use.

Materials shall meet the following Specifications/Requirements:

Material	GDOT Specification/Requirement
Nonwoven geotextile filter fabric	ASTM D-3786: Mullen burst strength = 280 psi ASTM D-4491: permittivity = 1.30 sec-1 ASTM D-4533: Trapezoidal tear strength = 60 lb ASTM D-4632: Grab tensile strength = 160 lb ASTM D-4632: Grab tensile elongation = 50% ASTM D-4751: AOS = 70 US standard sieve ASTM D-4833: Puncture Resistance = 85 lb
Class A, AA, and B Concrete	500/ASTM C-76-10
Reinforcement Steel	511
Rip Rap	603, 805
Permanent Grass, Sod, and Other Vegetation	700
Turf Reinforcement Matting	711
Coarse Aggregate	800

Section 169—Post Construction Stormwater BMP Items

Fine Aggregate	801
Soil Base Materials	814
Rip Rap and Curbing Stone	805
Portland Cement	830
Corrugated Polyethylene Underdrain Pipe	839/AASHTO M252 or M294
PVC Underdrains	846/ASTM F-758, ASTM F-949
Reinforcement and Tensioning Steel	853
Fabrics	881
Seed	890
Miscellaneous Planting Materials	893
Mulch	893.2.02
Signage	910, 911, 914
Landscape Plantings	702

A. Engineered Soil Mix Requirements

1. Use an engineered soil mix that meets the requirements herein. Do not use a mixture that contains toxic or pathogenic substances. Obtain the materials from sources approved by the Engineer. Ensure that aggregate retained on No. 10 (2 mm) sieve is of hard, durable particles.
2. Remove particles with a diameter greater than 2 in (50 mm) before placing the engineered soil mix. Remove particles with screens or by hand if few oversized pieces exist. Otherwise, crush the oversized pieces to less than 2 in and use them in the proportions shown by the gradation table below.
3. Use 5-10% by dry weight composted organic matter as soil components. All components shall be free of heavy metals, pathogens, pesticides, and herbicides.

Produce General Use Compost by aerobic (biological) decomposition of organic matter. Compost feedstock may include, but is not limited to, leaves and yard trimmings, Class A biosolids, food scraps, food processing residuals, manure or other agricultural residuals, forest residues, bark, and paper. Compost shall not contain any visible refuse or other physical contaminants, material toxic to plant growth, or over 5% sand, silt, clay or rock material. Mixed municipal solid waste compost and Class B biosolids, as defined in the United States Environmental Protection Agency Code of Federal Regulations (USEPA, CFR), Title 40, Part 503 are unacceptable. Ensure Compost meets all applicable USEPA, CFR, Title 40, Part 503 Standards for Class A biosolids and the following requirements:

Test	Requirements	Test Method
Organic Matter Content	25-100% (dry mass)	TMECC 05.07-A
Particle Size	100% passing 2 in. (50 mm) sieve 50-70% retained on 3/8 in. (9.5 mm) sieve	TMECC 02.02-B
Soluble Salts	5.0 max. * dS/m	TMECC 04.10-A
Fecal Coliform	Pass	TMECC 07.01-B
pH	5.5 – 8.5 pH	TMECC 04.11-A
Stability	8 or below	TMECC 05.08-B
Maturity	greater than 80%	TMECC 05.05-A
Heavy Metals	Pass	TMECC 04.06 and TMECC 04.13-B

*A soluble salt content up to 10.0 dS/m for compost used in Compost Manufactured Topsoil will be acceptable.

Section 169—Post Construction Stormwater BMP Items

NOTE: All physical requirements are in accordance with the United States Department of Agriculture and the United States Composting Council, “Test Methods for the Examination of Composting and Compost” (TMECC). Organic Matter Content and Particle Size requirements are in accordance with AASHTO R51-13.

4. Use 90-95% by dry weight inorganic soil components with the following properties:

Sieve Size	Percent Passing by Weight
Passing 2 in (50 mm)	100
Passing No. 4 (4.75mm)	98-100
Passing No. 8 (2.36 mm) sieve	95-100
Passing No. 10 (2.0 mm)	86-100
Passing No. 16 (1.18 mm) sieve	70-100
Passing No. 30 (600 µm) sieve	40-75
Passing No. 50 (300 µm) sieve	10-35
Passing No. 100 (150 µm) sieve	2-15
Passing No. 200 (75 µm) sieve	0-10
Clay size (< 2 µm)	0-6

5. Ensure that material passing the No. 10 (2 mm) sieve meets the following requirements:

Property	Value
Liquid Limit (LL)	≤25
Plasticity Index (PI)	≤10
Volume Change, Maximum Percent	12
Maximum Dry Density, lb/ft ³ *	105
Permeability (in/hr)	1 – 6
Phosphorous Index (P-index)	<25

*by standard Proctor

169.2.01 Fabrication

General Provisions 101 through 150.

169.2.02 Acceptance

The Contractor is required to submit a minimum of three (3) cubic-foot-sized random engineered soil mix samples per 150 tons of material per each source to the Department’s Physical and Chemical Testing Branch of the Office of Materials and Testing 20 working days before placement for testing to ensure acceptability for use as directed by the Project Engineer. The Department’s Office of Materials and Testing reserves the right to disapprove the engineered soil mix for use if test results show that parameters do not meet the acceptable values specified above. Acceptance must be granted prior to placement.

The Department will test engineered soil mix as follows:

Test	Method
Soil Gradation	GDT 4
Volume Change	GDT 6

Section 169—Post Construction Stormwater BMP Items

Maximum Density	GDT 7 or GDT 67
Liquid Limit	AASHTO T 89
Plastic Limit and Plasticity Index	AASHTO T 90
Permeability	AASHTO T 215

169.2.03 Materials Warranty

General Provisions 101 through 150.

169.2.04 Delivery Storage and Handling

General Provisions 101 through 150.

169.3 Construction Requirements

169.3.01 Personnel

General Provisions 101 through 150.

169.3.02 Equipment

General Provisions 101 through 150.

169.3.03 Preparation

General Provisions 101 through 150.

169.3.04 Fabrication

General Provisions 101 through 150.

169.3.05 Construction

A. Bioretention Basins

Construct bioretention basins as shown in the Plans, or as modified by the Engineer, after final grade and stabilization of the area upstream of each bioretention basin are achieved. If this is not feasible, stormwater flow shall be diverted around the bioretention basin and the basin area protected with temporary erosion and sediment control measures. Once the basin has been stabilized, vegetation shall be established within the bioretention basin per the details shown in the Plans.

1. Excavation

Excavation should be limited to the width and length of the bioretention basin per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench should be flat across its width and length, shall not be loaded in a way that causes soil compaction, and should be scarified prior to placement of specified materials. The sides of the trench shall be trimmed of all large roots. The sidewalls should be uniform with no voids and scarified prior to placement of materials for specified engineered drainage layers. Trench sidewalls shall be lined with the specified filter fabric after infiltration testing, if applicable.

2. Infiltration Testing

If the Plans indicate that infiltration testing is not needed, do not cap the underdrain.

If the Plans indicate that infiltration testing is needed the Contractor shall perform the following test after excavating to the bottom elevation of the bioretention basin:

- a. When soil is dry, excavate a single test hole 1-2 feet in diameter and 1-2 feet deep in the bottom of the BMP if the BMP is less than 1,000 square feet. If the BMP is greater than or equal to 1,000 square feet, excavate two test holes 1-2 feet in diameter in the bottom of the BMP. Holes shall be located in the areas of the bottom of the BMP which visually appear to have the finest-grained soils such as silt or clay. Scarify the walls and bottom of the hole(s).

Section 169—Post Construction Stormwater BMP Items

- b. Fill the hole(s) with 6 inches of water. Measure the depth of the water in the hole(s) every hour for 2 hours or until all water is infiltrated, whichever is less. If all the water has infiltrated in 2 hours, leave the underdrain and upturned orifice capped.
- c. If all the water has not entirely infiltrated, calculate the infiltration rate by dividing the depth of water infiltrated within an hour by the time tested. If the water has not infiltrated within 2 hours, repeat tests until sequential tests are within 20 percent. Convert units to in/hr.
- d. If the infiltration rate is equal to or greater than 1 in/hr leave the underdrain and upturned orifice capped. If the infiltration rate is less than 1 in/hr, leave the underdrain capped but uncap the upturned orifice. If a substantial amount of clay is encountered during excavation, the Engineer may use judgement to determine if the underdrain should be fully uncapped. In the case where two holes are used or multiple tests are conducted, the average of the values may be used to determine underdrain configuration.

3. Underdrain System/Aggregate Layer

Install underdrain system(s) made of perforated polyethylene or perforated PVC pipe at the locations and depth per details shown in the Plans for conveyance of stormwater that has filtered through the media. Perforations shall be 3/8-inch diameter and spaced 6-inches on center with four rows running longitudinally. A removable end cap connected to the underdrain system shall be installed per the details shown in the Plans. If infiltration is feasible, the end cap shall be closed except for emergency drainage or maintenance purposes. The underdrain pipe shall be surrounded by an aggregate layer as defined in the details and a 2-3-inch filter blanket of size No. 89 aggregate (Georgia Department of Transportation Specification Section 800) shall be used to segregate the aggregate layer from the engineered soil mix. Aggregates used in underdrain systems shall be double washed and free of fines and organic materials. Cleanouts shall be provided at the end of each underdrain branch. Cleanouts shall extend to an elevation such that they are accessible once the trench is backfilled with the specified media, and shall have a locking screw top lid, to discourage vandalism and tampering.

4. Engineered Soil Mix

Install the engineered soil mix specified above for a 24-inch-minimum-thickness and nonwoven geotextile filter fabric per the details shown in the Plans. Water the engineered soil mix during installation to ensure gentle consolidation of the material. The engineered soil mix shall be placed in a maximum of 12-inch lifts and shall be protected from contamination by foreign matter during installation. If the engineered soil mix becomes contaminated or the filter fabric is damaged, remove contaminated or damaged materials and replace them at no additional cost to the Department. Avoid using heavy equipment within the basin area during installation to avoid compromising the hydraulic conductivity of the engineered soil mix and to prevent damage to the underdrains.

5. Mulch Layer

The mulch layer of the bioretention basin shall be a minimum thickness of 3 inches and shall consist of double shredded hardwood mulch resistant to floating (Georgia Department of Transportation Specification Subsection 893.2.02). The mulch layer should be well aged (stockpiled or stored for at least six months), uniform in color, and free of other materials, such as weed seeds, soil, roots, etc. Grass clippings or pine straw shall not be used as mulch material.

6. Plantings

Plant species used in bioretention basins shall be installed per the details shown in the Plans and meet the requirements outlined in Georgia Department of Transportation Specification Section 702. Plants shall be selected on the basis of a specified hydric tolerance zone and shall be capable of surviving both wet and dry conditions. All plants used shall be well grown and healthy and free from disease and infestation by invasive species. Trees shall not be planted in bioretention basins. Plant substitutions can be made as outlined in Georgia Department of Transportation Specification 702 if the specified plant is not locally available.

7. Pretreatment

Install rip rap forebays, filter strips, level spreaders and other pretreatment devices per the details and at the locations specified in the Plans. Rip rap used in pretreatment devices shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Grasses used in filter strips shall be tolerant of both wet and dry conditions and meet the requirements outlined in

Section 169—Post Construction Stormwater BMP Items

Georgia Department of Transportation Specification Section 700. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

8. Signage

Install signage per the details and locations specified in the Plans.

9. Bioretention Basin Maintenance

Contractor shall maintain the bioretention basin as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, preventing ponding after rain events, and the maintenance of vegetation).

Inspect the BMP 12 hours after rain events of 1 inch or greater in 24 hours. If the underdrain is capped and ponding is still present, uncap the underdrain and upturned orifice. If the underdrain is uncapped and ponding is still present, follow procedures prescribed in the GDOT Stormwater System Inspection and Maintenance Manual.

At least one occurrence of maintenance to be performed per bioretention basin just prior to maintenance acceptance.

B. Bioslopes

Complete bioslopes as shown in the construction Plans, or as modified by the Engineer, after final grade and stabilization of the area upstream of each bioslope are reached. If this is not feasible, stormwater flow shall be diverted around the bioslope and the bioslope protected with temporary erosion and sediment control measures.

1. Excavation

Excavation should be limited to the width and length of bioslope per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench should be flat across its width and length, shall not be loaded in a way that causes soil compaction, and should be scarified prior to placement of specified materials. The sides of the trench shall be trimmed of all large roots. Sidewalls should be uniform with no voids and scarified prior to placement of materials for specified engineered drainage layers. Trench sidewalls shall be lined with the specified filter fabric.

2. Underdrain System/Aggregate Layer

Install underdrain system(s) made of perforated polyethylene or perforated PVC pipe at the locations and depth per details shown in the Plans for conveyance of stormwater that has filtered through the media. Perforations shall be 3/8-inch diameter and spaced 6-inches on center with four rows running longitudinally. The underdrain pipe shall be surrounded by an aggregate layer of size No. 57 aggregate. Nonwoven geotextile filter fabric shall be used to protect the aggregate layer from the bioslope media mix. Aggregates used in underdrain systems shall be double washed and free of fines and organic materials. Cleanouts shall be provided at the end of each underdrain branch. Cleanouts shall extend to an elevation such that they are accessible once the trench is backfilled with the specified media and shall have a locking screw top lid to discourage vandalism and tampering.

3. Bioslope Media Mix

- a. The bioslope media mix shall contain aggregate, dolomite, gypsum, and perlite and shall be mixed as follows:

Material	Quantity
Aggregate: GDOT size No. 89 stone	3 yd ³

Section 169—Post Construction Stormwater BMP Items

No recycled material Non-limestone material mineral aggregate	(3 yd ³ used as a baseline for other mixture components: adjust total quantity based on bioslope dimensions)
Perlite: Horticultural grade, free of toxic materials 99-100% passing US No. 4 Sieve 0-30% passing US No. 18 Sieve 0-10% passing US No. 30 Sieve	1 yd ³ per 3 yd ³ of mineral aggregate
Dolomite: calcium magnesium carbonate, CaMg(CO ₃) ₂ Agricultural grade, free of toxic materials 100% passing US No. 8 Sieve 0% passing US No. 16 Sieve	40 pounds per yd ³ of perlite
Gypsum: Non-calcined, agricultural gypsum CaSO ₄ •2H ₂ O (hydrated calcium sulfate) Agricultural grade, free of toxic materials 100% passing US No. 8 Sieve 0% passing US No. 16 Sieve	12 pounds per yd ³ of perlite

- b. Install the bioslope media mix specified above for the 12-inch-minimum-thickness bioslope media mix layer and nonwoven geotextile filter fabric per the details shown in the Plans. Water the media during installation to ensure gentle consolidation of the material. Protect the bioslope media mix from contamination by foreign matter during installation. If the bioslope media mix becomes contaminated or the filter fabric is damaged, remove contaminated or damaged materials and replace them at no additional cost to the Department.
 - c. Cover the bioslope media mix with turf reinforcement matting 1 (TRM 1), or as directed by the Engineer.
- 4. Engineered Soil Application
 - a. The top 3 inches of the bioslope should consist of engineered soil. Water the engineered soil during installation to ensure gentle consolidation of the material. Do not use a mixture that contains toxic or pathogenic substances. Obtain the materials from sources approved by the Engineer. Ensure that aggregate retained on No. 10 (2 mm) sieve is of hard, durable particles.
 - b. Stabilize the disturbed area adjacent to the bioslope per the Plans immediately after the bioslope is installed. Permanent vegetation using grass cover shall be established within the bioslope surface area using sod.
- 5. Sod Layer

The sod layer must be grown in primarily sand/sandy-loam soils with less than 6% clay content. Sod shall be half cut or thin cut to promote infiltration. Sod shall consist of at least 75% of the designated grass species specified in the Plans.
- 6. Pretreatment

Install filter strips per the details and locations specified in the Plans. Grasses used in filter strips shall be tolerant of both wet and dry conditions and meet the requirements outlined in Georgia Department of Transportation Specification Section 700.
- 7. Signage

Install signage per the details and locations specified in the Plans.
- 8. Bioslope Maintenance

Section 169—Post Construction Stormwater BMP Items

Contractor shall maintain the bioslope as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to prevent erosion, preventing the accumulation of sediment, and maintenance of vegetation). At least one occurrence of maintenance to be performed per bioslope just prior to maintenance acceptance.

C. Dry Detention Basins

Construct dry detention basins per the Plans at the required locations, or as modified by the Engineer. Construct the basins as shown, including but not limited to: grading, drainage, accessories to complete the dry detention basins and temporary mulching and permanent grassing on external slopes. The Contractor may propose alternate construction staging for review and approval. Alternate construction submittals for review shall be provided a minimum of 30 days prior to the construction of a dry detention basin.

1. Excavation

Excavation should be limited to the width and length of the dry detention basin per the details shown in the Plans or as directed by the Engineer. Embankments shall be constructed using the materials and methods specified in Section 208 and shall be compacted to at least 95 percent of the maximum laboratory dry density. Stabilize the disturbed areas adjacent to dry detention basins per the Plans immediately after each dry detention basin is installed.

2. Pretreatment

Install rip rap forebays per the details and at the locations specified in the Plans. Rip rap used in forebays shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

3. Dry Detention Basin Maintenance

Contractor shall maintain the dry detention basin as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to prevention of sedimentation, preventing erosion, maintenance of vegetation, and preventing ponding after rain events). At least one occurrence of maintenance to be performed per dry detention basin just prior to maintenance acceptance.

D. Enhanced Dry Swales

Construct enhanced dry swales as shown in the Plans, or as modified by the Engineer, after final grade and stabilization of the area upstream of each enhanced dry swale are reached. If this is not feasible, stormwater flow shall be diverted around the swale and the swale protected with temporary erosion and sediment control measures.

1. Excavation

Excavation should be limited to the width and length of the enhanced dry swale per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench shall not be loaded in a way that causes soil compaction, and should be scarified prior to placement of specified materials. The sides of the trench shall be trimmed of all large roots. Sidewalls should be uniform with no voids and scarified prior to placement of materials for specified engineered drainage layers. Trench sidewalls shall be lined with the specified filter fabric.

2. Underdrain System/Aggregate Layer

Install underdrain system(s) made of perforated polyethylene or perforated PVC pipe at the locations and depth per details shown in the Plans for conveyance of stormwater that has filtered through the media. Perforations shall be 3/8-inch diameter and spaced 6-inches on center with four rows running longitudinally. A removable end cap connected to the underdrain system shall be installed per the details shown in the Plans. The underdrain pipe shall be surrounded by an aggregate layer as defined in the details and a 2-3-inch filter blanket of size No. 89 aggregate (Georgia Department of Transportation Specification Section 800) shall be used to segregate the aggregate layer from the engineered soil mix. Aggregates used in underdrain systems shall be double washed and free of fines and organic materials. Cleanouts shall be provided at the end of each underdrain branch. Cleanouts shall extend to an elevation such that they are accessible once the trench is

Section 169—Post Construction Stormwater BMP Items

backfilled with the specified media and shall have a locking screw top lid, to discourage vandalism and tampering.

3. Engineered Soil Mix

Install the engineered soil mix specified above for the 30-inch thick engineered soil mix and nonwoven geotextile filter fabric per the details shown in the Plans. Water the engineered soil mix during installation to ensure gentle consolidation of the material. The engineered soil mix shall be placed in a maximum of 12-inch lifts and shall be protected from contamination by foreign matter during installation. If the engineered soil mix becomes contaminated or the filter fabric is damaged, remove contaminated or damaged materials and replace them. Avoid using heavy equipment on the basin area during installation to maintain hydraulic conductivity of the engineered soil mix and to prevent damage to the underdrains.

4. Sod Layer

The sod layer must be grown in primarily sand/sandy-loam soils with a clay content of 10% or less. Sod shall be half cut or thin cut to promote infiltration. Sod shall consist of at least 75% of the designated grass species specified in the Plans.

5. Pretreatment

Install rip rap forebays per the details and at the locations specified in the Plans. Rip rap used in forebays shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Rip rap forebays shall be located at major inflow locations and energy dissipation shall be provided at all concentrated inflow locations. Maintenance access shall be provided to the forebay. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

6. Signage

Install signage per the details and locations specified in the Plans.

7. Enhanced Dry Swale Maintenance

Contractor shall maintain the enhanced dry swale as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, preventing ponding after rain events, and maintenance of vegetation).

Inspect the BMP 12 hours after rain events of 1 inch or greater in 24 hours. If the underdrain is capped and ponding is still after a rain event uncap the underdrain. If ponding still is still present, follow procedures prescribed in the GDOT Stormwater System Inspection and Maintenance Manual.

At least one occurrence of maintenance to be performed per enhanced dry swale just prior to maintenance acceptance.

E. Enhanced Wet Swales

Construct enhanced wet swales as shown in the Plans, or as modified by the Engineer, after final grade and stabilization of the area upstream of each enhanced wet swale are reached. If this is not feasible, stormwater flow shall be diverted around the swale and the swale protected with temporary erosion and sediment control measures.

1. Excavation

Excavation should be limited to the width and length of enhanced wet swale per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench shall not be loaded in a way that causes soil compaction, and should be scarified. The sides of the trench shall be trimmed of all large roots, uniform with no voids, and scarified during normal stage construction. Install matted permanent grass slopes adjacent to enhanced wet swales immediately after each enhanced wet swale is installed. Once the basin has been stabilized, vegetation shall be established within the enhanced wet swale per the details shown in the Plans.

2. Plantings

Plant species used in enhanced wet swale shall be installed per the details shown in the Plans and meet the requirements outlined in Georgia Department of Transportation Specification Section 702. Plants shall be

Section 169—Post Construction Stormwater BMP Items

selected on the basis of a specified hydric tolerance zone and shall be capable of surviving wetland conditions. All plants used shall be well grown and healthy and free from disease and infestation by invasive species. Plant substitutions can be made as outlined in Georgia Department of Transportation Specification 702 if the specified plant is not locally available.

3. Pretreatment

Install rip rap forebays per the details and at the locations specified in the Plans. Rip rap used in forebays shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

4. Signage

Install signage per the details and locations specified in the Plans.

5. Enhanced Wet Swale Maintenance

Contractor shall maintain the enhanced wet swale as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, and maintenance of vegetation). At least one occurrence of maintenance to be performed per enhanced wet swale just prior to maintenance acceptance.

F. Infiltration Trenches

Construct infiltration trenches as shown in the Plans, or as modified by the Engineer, only after final grade and stabilization of drainage areas upstream of the infiltration trenches are completed to prevent contamination. If this is not feasible, stormwater flow shall be diverted around the trench and the trench area protected with temporary erosion and sediment control measures.

1. Excavation

Excavation should be limited to the width and length of infiltration trench per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench should be flat across its width and length, shall not be loaded in a way that causes soil compaction, and should be scarified prior to placement of specified materials. The sides of the trench shall be trimmed of all large roots. The sidewalls should be uniform with no voids and scarified prior to placement of materials for specified engineered drainage layers. Trench sidewalls shall be lined with specified filter fabric. Infiltration testing is required before excavation and prior to placement of the drainage layer to ensure that infiltration rates were not impacted during excavation and that the in-situ soils have a minimum infiltration rate of 0.7 in/hr (5.0×10^{-4} cm/s)

2. Observation Wells

Install observation wells made of 2-inch diameter, 0.01-inch-slotted, threaded, schedule 40 PVC pipe at the locations and depth per details shown in the Plans for percolation monitoring. Observation wells shall have a threaded or slip-on top cap and shall have a locking steel sleeve to discourage vandalism and tampering.

3. Drainage Layer

Install the specified materials for drainage layers and filter fabric per the details shown in the Plans. The bottom 6 inches of the drainage layer shall consist of size 10 NS sand (Georgia Department of Transportation Specification Section 801). The drainage layer shall consist of size No. 3 drainage aggregate to the depth specified in the Plans and filter fabric shall be used to segregate the aggregate layer from the sod layer. All aggregates used in drainage layers shall be double washed and free of fines and organic materials. Protect drainage layers from contamination by foreign matter during installation. If drainage layers become contaminated or filter fabric is damaged, remove contaminated or damaged materials.

4. Sod Layer

The top layer of the trenches shall consist of sod as specified in the Plans. Sod must be washed or grown in primarily sand/sandy-loam soils with 10% or less clay content. Stabilize the disturbed areas adjacent to infiltration trenches per the Plans immediately after each infiltration trench is installed.

5. Pretreatment

Section 169—Post Construction Stormwater BMP Items

Install rip rap forebays, filter strips, level spreaders and other pretreatment devices per the details and at the locations specified in the Plans. Rip rap used in pretreatment devices shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Grasses used in filter strips shall be tolerant of both wet and dry conditions and meet the requirements outlined in Georgia Department of Transportation Specification Section 700. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

6. Signage

Install signage per the details and locations specified in the Plans.

7. Infiltration Trenches Maintenance

Contractor shall maintain the infiltration trench as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, preventing ponding after rain events, and maintenance of vegetation). At least one occurrence of maintenance to be performed per infiltration trench just prior to maintenance acceptance.

G. Sand Filters

Construct sand filters as shown in the Plans or as modified by the Engineer, after final grade and stabilization of the area upstream of each sand filter are reached. If this is not feasible, stormwater flow shall be diverted around the sand filter and the area shall be protected with temporary erosion and sediment control measures.

1. Excavation

Excavation should be limited to the width and length of the sand filter per the details shown in the Plans or as directed by the Engineer. Avoid placing excavated material near the open trench so as not to jeopardize the stability of the trench sidewalls. The bottom of the excavated trench should be flat across its width and length, shall not be loaded in a way that causes soil compaction, and should be scarified prior to placement of specified materials. The sides of the trench shall be trimmed of all large roots. The sidewalls should be uniform with no voids and scarified prior to placement of materials for specified engineered drainage layers. Trench sidewalls shall be lined with the specified filter fabric.

2. Underdrain System/ Aggregate Layer

Install underdrain system(s) made of perforated polyethylene or perforated PVC pipe at the locations and depth per details shown in the Plans for conveyance of stormwater that has filtered through the media. Perforations shall be 3/8-inch diameter and spaced 6-inches on center with four rows running longitudinally. The underdrain pipe shall be surrounded by an aggregate layer as defined in the details. Nonwoven geotextile filter fabric shall be used to segregate the aggregate layer from the sand filter bed. Aggregates used in underdrain systems shall be double washed and free of fines and organic materials. Cleanouts shall be provided at the end of each underdrain branch. Cleanouts shall extend to an elevation such that they are accessible once the trench is backfilled with the specified media and shall have a locking and threaded top lid to discourage vandalism and tampering.

3. Sand Filter Bed

Install the sand filter bed consisting of size 10 NS sand (Georgia Department of Transportation Specification Section 801) for the 18-inch-minimum-thickness sand filter bed layer and nonwoven geotextile filter fabric per the details shown in Plans. The sand filter bed shall be placed in 6-inch lifts and shall be protected from contamination by foreign matter during installation. Water the sand during installation to ensure gentle consolidation of the material. If the sand filter bed becomes contaminated or the filter fabric is damaged, remove contaminated or damaged materials and replace. Avoid using heavy equipment on the filter bed to maintain hydraulic conductivity of the soil media and avoid damaging the underdrains.

4. Engineered Soil Requirements

- a. The top 3 inches of the sand filter should consist of engineered soil. Water the engineered soil during installation to ensure gentle consolidation of the material. Do not use a mixture that contains toxic or pathogenic substances. Obtain the materials from sources approved by the Engineer. Ensure that aggregate retained on No. 10 (2 mm) sieve is of hard, durable particles.

Section 169—Post Construction Stormwater BMP Items

- b. Nonwoven geotextile filter fabric shall be installed between the engineered soil and sand filter bed and shall be readily separable for maintenance. Stabilize the disturbed area adjacent to the sand filter per the Plans immediately after the sand filter is installed. Permanent vegetation using grass cover shall be established within the sand filter using seeding once the basin has been stabilized. Grass used within the sand filter should be capable of withstanding frequent periods of wet and dry conditions.

5. Pretreatment-Sediment Chamber

Rip rap used in sediment chambers shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

6. Signage

Install signage per the details and locations specified in the Plans.

7. Sand Filters Maintenance

Contractor shall maintain the sand filter as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, preventing ponding after rain events, and maintenance of vegetation). At least one occurrence of maintenance to be performed per sand filter just prior to maintenance acceptance.

H. Wet Detention Ponds

Construct wet detention ponds per the Plans at the required locations or as modified by the Engineer. Construct the ponds as shown, including but not limited to: grading, drainage, accessories to complete the wet detention ponds and temporary mulching and permanent grassing on external slopes. The Contractor may propose alternate construction staging for review and approval. Alternate construction submittals for review shall be provided a minimum of 30 days prior to construction of a wet detention pond.

1. Excavation

Excavation should be limited to the width and length of the wet detention pond per the details shown in the Plans or as directed by the Engineer. Embankments shall be constructed using the materials and methods specified in Georgia Department of Transportation Specification Section 208 and shall be compacted to at least 95 percent of the maximum laboratory dry density. Install matted permanent grass slopes adjacent to wet detention ponds immediately after each wet detention pond is installed. Once the basin has been stabilized, vegetation shall be established within the wet detention pond per the details shown in the Plans.

2. Infiltration Testing

All wet detention ponds in Chatham County or Effingham County will have impermeable liners. For wet detention ponds in other counties, if the Plans state that the HSG is A or B, install an impermeable liner. If the Plans state that the HSG is C or D, the Contractor shall perform the following test after the final elevation of the BMP has been established:

- a. When soil is dry, excavate a single test hole 1-2 feet in diameter and 1-2 feet deep in the bottom of the BMP if the BMP is less than 1,000 square feet. If the BMP is greater than or equal to 1,000 square feet, excavate two test holes 1-2 feet in diameter in the bottom of the BMP. Holes shall be located in the areas of the bottom of the BMP which visually appear to have the finest-grained soils such as silt or clay. Scarify the walls and bottom of the hole(s).
- b. Fill the hole(s) with 6 inches of water. Measure the depth of the water in the hole(s) every 2 hours for 8 hours or until all water is infiltrated, whichever is less.
- c. Calculate the infiltration rate by dividing the depth of water infiltrated by the time tested. Repeat tests until sequential tests are within 20 percent. Convert units to in/hr.
- d. If infiltration test results show the infiltration rate is greater than 0.1 inch/hour in the proposed wet detention pond, an impervious liner shall be approved by the Engineer for use. In the case where two holes are used or multiple tests are conducted, the average of the values shall be used.

3. Liners

Section 169—Post Construction Stormwater BMP Items

- a. If infiltration testing confirms the need for a liner, acceptable options include one of the following and shall be approved by the Engineer for use: (a) 6 to 12 inches of clay soil that meets the specifications in the Clay Liner Specifications table below, (b) a 30 mm poly-liner, (c) bentonite, (d) use of chemical additives, or (e) a design prepared by a professional engineer registered in the state of Georgia.

Clay Liner Specifications			
Property	Test Method	Unit	Specification
Permeability	ASTM D-2434	cm/sec	1 X 10 ⁻⁶
Plasticity Index of Clay	ASTM D-423/424	%	Not less than 15
Liquid Limit of Clay	ASTM D-2216	%	Not less than 30
Clay Particles Passing	ASTM D-422	%	Not less than 30
Clay Compaction	ASTM D-2216	%	95% of standard proctor density

- b. For wet detention ponds using a clay liner, 4" of soil shall be added to the top of the clay liner. The soil may be amended organic material in order to support plant growth depending on the soil analysis. If a geosynthetic liner is used to reduce exfiltration from the wet detention pond, a minimum of 1 foot of soil shall separate the geosynthetic liner from the planting surface.

4. Plantings

Plant species used in wet detention ponds shall be installed per the details shown in the Plans and meet the requirements outlined in Georgia Department of Transportation Specification Section 702. Vegetation surrounding the normal pool and along the safety bench shall be water tolerant wetland species and the remaining areas shall be planted with turf grass to prevent erosion. Woody vegetation shall not be planted on the embankment or 25 feet from the outlet structure. Plants shall be selected based on a specified hydric tolerance zone and all plants used shall be well grown and healthy and free from disease and infestation by invasive species. Plant substitutions can be made as outlined in Georgia Department of Transportation Specification 702 if the specified plant is not locally available.

5. Pretreatment

Install rip rap forebays per the details and at the locations specified in the Plans. Rip rap used in forebays shall meet the requirements outlined in Georgia Department of Transportation Specification Sections 603 and 805 and woven filter fabric shall meet the requirements outlined in Georgia Department of Transportation Specification Section 881.2.05. Aggregates used in pretreatment shall be double washed and free of fines and organic materials.

6. Wet Detention Ponds Maintenance

Contractor shall maintain the wet detention ponds as outlined in the GDOT Stormwater System Inspection and Maintenance Manual until maintenance acceptance (paying particular attention to removing sediment, preventing erosion, and maintenance of vegetation). At least one occurrence of maintenance to be performed per wet detention pond just prior to maintenance acceptance.

169.3.06 Quality Acceptance

Construction tolerances for post-construction stormwater BMPs shall be as follows:

A. Depths

Depths shall be within 5% of the depths specified in the Plans.

B. Water Quality and Channel Protection Volumes

Measurement of Water Quality volume and Channel Protection volume shall be within 5% of the volumes specified in the Plans.

Outlet structure orifices and weirs shall be within 3/16 inch of the Plans.

C. Dimensions

Section 169—Post Construction Stormwater BMP Items

Length of bioslopes, enhanced dry/wet swales, grass channels, infiltration trenches, and filter strips shall be within 5% of the length specified in the Plans not to exceed 10 feet.

Width of infiltration trenches and filter strips shall be within 5% of the width specified in the Plans.

Surface area for bioretention basins and sand filters shall be within 5% of the surface area specified in the Plans.

In lieu of measuring length and width and depth of a post construction structure the average end area method for calculating volume can be used to calculate of post construction structures that have an irregular shape. The accepted tolerance of the difference between the volume measured and the volume derived from the Plans shall be 10%.

169.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

169.4 Measurement

A. Bioretention Basins

Bioretention basins are measured for payment by the entire basin constructed at each location complete in place and accepted. The outlet control structure, permanent grassing, open pit infiltration testing (if required), as-built documentation, underdrain system, engineered soil mix, watering, mulch, any pretreatment (e.g. forebay), any signage, any outlet pipe, and any outlet apron and/or other energy dissipation devices are included in the cost of the bioretention basin.

Plantings will be measured and paid according to Section 702.

Maintenance is included in the overall bid price for each bioretention basin unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

If the Plans indicate that any temporary sediment basin is to be converted to a Post-Construction BMP, the sediment basin shall be measured as a retrofit device and the measurement for the Post-Construction BMP shall be conducted separately.

B. Bioslopes

Permanent bioslopes are measured for payment by the entire bioslope complete in place and accepted. The outlet control structure, underdrain system, engineered soil mix, bioslope media, watering, any outlet pipe, any pretreatment, any signage, permanent grassing, as-built documentation, and any outlet apron and/or other energy dissipation devices are included in the cost of the bioslope.

Maintenance is included in the overall bid price for each bioslope unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

C. Dry Detention Basins

Dry detention basins are measured for payment by the entire structure constructed at each location complete in place and accepted. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), permanent grassing, as-built documentation, and any outlet apron and/or other energy dissipation devices are included in the cost of the dry detention basin.

Maintenance is included in the overall bid price for each dry detention basin unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

Section 169—Post Construction Stormwater BMP Items

If the Plans indicate that any temporary sediment basin is to be converted to a Post-Construction BMP, the sediment basin shall be measured as a retrofit device and the measurement for the Post-Construction BMP shall be conducted separately.

D. Enhanced Dry Swales

Enhanced dry swales are measured for payment by the entire structure constructed at each location complete in place and accepted. The outlet control structure, underdrain system, engineered soil mix, watering, any pretreatment (e.g. forebay), any signage, any outlet pipe, permanent grassing, as-built documentation, and any outlet apron and/or other energy dissipation devices are included in the cost of the enhanced dry swale.

Maintenance is included in the overall bid price for each enhanced dry swale unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

E. Enhanced Wet Swales

Enhanced wet swales are measured for payment by the entire structure constructed at each location complete in place and accepted. The outlet control structure, any outlet protection, any pretreatment (e.g. forebay), any signage, permanent grassing, as-built documentation, and any outlet apron and/or other energy dissipation devices are included in the cost of the enhanced wet swale.

Plantings will be measured and paid according to Section 702.

Maintenance is included in the overall bid price for each enhanced wet swale unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

F. Infiltration Trenches

Infiltration trenches are measured for payment by the entire structure constructed at each location complete in place and accepted. Any pretreatment, sod, as-built documentation, and any signage are included in the cost of the infiltration trench.

Maintenance is included in the overall bid price for each infiltration trench unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

G. Sand Filters

Sand filters are measured for payment by the entire structure constructed at each location complete in place and accepted. The outlet control structure, underdrain system, sand filter bed, watering, sedimentation chamber, any signage, any outlet pipe, permanent grassing, open pit infiltration testing, as-built documentation, and any outlet apron/or other energy dissipation devices are included in the cost of the sand filter.

Maintenance is included in the overall bid price for each sand filter unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

If the Plans indicate that any temporary sediment basin is to be converted to a Post-Construction BMP, the sediment basin shall be measured as a retrofit device and the measurement for the Post-Construction BMP shall be conducted separately.

H. Wet Detention Ponds

Wet detention ponds are measured for payment by the entire structure constructed at each location complete in place and accepted. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), liner (if required),

Section 169—Post Construction Stormwater BMP Items

permanent grassing, open pit infiltration testing, as-built documentation, and any outlet apron and/or other energy dissipation devices are included in the cost of the wet detention pond.

Plantings will be measured and paid according to Section 702.

Maintenance is included in the overall bid price for each wet detention pond unless the maintenance needed is due to a 25 year or greater storm. Maintenance of a Post-Construction BMP which has been subjected to a 25 year or greater storm should be paid using the erosion control and traffic control force account process. For assistance determining if a particular storm event was a 25 year or greater storm event ask the Construction Project Manager to contact the Water Resources Group of the Office of Design Policy and Support.

If the Plans indicate that any temporary sediment basin is to be converted to a Post-Construction BMP, the sediment basin shall be measured as a retrofit device and the measurement for the Post-Construction BMP shall be conducted separately.

169.4.01 Limits

General Provisions 101 through 150.

169.5 Payment

Payment will be made under:

Item No. 169	Bioretention basin	Per each
Item No. 169	Bioslope	Per each
Item No. 169	Dry detention basin	Per each
Item No. 169	Enhanced dry swale	Per each
Item No. 169	Enhanced wet swale	Per each
Item No. 169	Infiltration trench	Per each
Item No. 169	Sand filter	Per each
Item No. 169	Wet detention pond	Per each

A. Bioretention Basins

Bioretention basins are paid for per each. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), any signage, and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the bioretention basin. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct bioretention basins
- Open pit infiltration testing and underdrain adaptation (if required)
- Installation of the drainage aggregate, nonwoven geotextile filter fabric, and complete underdrain system as shown in the details for construction of bioretention basins
- Installation of the permeable engineered soil mix, and mulch, as shown in the details for construction of bioretention basins
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct bioretention basins
- As-built documentation
- Maintenance

Section 169—Post Construction Stormwater BMP Items

B. Bioslopes

Bioslope drains are paid for per each. The outlet control structure, any outlet pipe, any pretreatment, any signage, and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the bioslope.

Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct bioslopes
- Installation of the drainage aggregate, collector pipes, bioslope soil media, nonwoven geotextile filter fabric, and turf reinforcement matting 1, as shown in the details for construction of bioslope drains
- Any incidentals such as but not limited to pipe fittings and connections required to construct the bioslope
- As-Built documentation
- Maintenance

C. Dry Detention Basins

Dry detention basins are paid for per each. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the dry detention basin. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct dry detention basins
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct dry detention basins
- As-built documentation
- Maintenance

D. Enhanced Dry Swales

Enhanced dry swales are paid for per each. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), any signage, and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the enhanced dry swale. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct enhanced dry swales
- Installation of the drainage aggregate, nonwoven geotextile filter fabric, and complete underdrain system as shown in the details for construction of enhanced dry swales
- Installation of the permeable engineered soil mix, and sod if required, as shown in the details for construction of enhanced dry swales
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct enhanced dry swales
- As-built documentation
- Maintenance

E. Enhanced Wet Swales

Enhanced wet swales are paid for per each. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), any signage, and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the enhanced wet swale. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct enhanced wet swales

Section 169—Post Construction Stormwater BMP Items

- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct wet swales
- As-built documentation
- Maintenance

F. Infiltration Trenches

Infiltration trenches are paid for per each. Any pretreatment and any signage are paid for in the overall cost of the infiltration trench. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct infiltration trenches
- Installation of the drainage aggregate, nonwoven geotextile filter fabric, and observation wells as shown in the details for construction of infiltration trenches
- Installation of the sod as shown in the details for construction of infiltration trenches
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct infiltration trenches
- As-built documentation
- Maintenance

G. Sand Filters

Sand filters are paid for per each. The outlet control structure, the sedimentation chamber, any outlet pipe, any signage, and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the sand filter. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct sand filters
- Installation of the drainage aggregate, nonwoven geotextile filter fabric, 10 NS sand, and complete underdrain system as shown in the details for construction of sand filters
- Installation of the permeable soil as shown in the details for construction of sand filters
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct sand filters.
- As-built documentation
- Maintenance

H. Wet Detention Ponds

Wet detention ponds are paid for per each. The outlet control structure, any outlet pipe, any pretreatment (e.g. forebay), and any outlet apron and/or other energy dissipation devices are paid for in the overall cost of the wet detention pond. Payment is full compensation for:

- Furnishing the material and labor
- Preparation and grading required to construct wet detention ponds
- Open pit testing
- Any other incidentals such as but not limited to pipe fittings and connections to other specified structures required to construct wet detention ponds
- As-built documentation
- Maintenance

I. Fence

Section 169—Post Construction Stormwater BMP Items

Fence, when required, will be measured and paid for according to Section 643.

169.5.01 Adjustments

General Provisions 101 through 150.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION
P.I. No. 0017399
DeKalb County

Section 456 – Rumble Strips

456.1 General Description

This work includes constructing rumble strips on paved shoulders, edge lines, or centerlines by milling or grinding depressions into the finished pavement surface.

456.1.01 Definitions

A. Placement Location

Shoulder rumble strips – Rumble strips placed continuously or in skip pattern on the inside and/or outside shoulder of the roadway.

Centerline rumble strips – Rumble strips placed continuously on the centerline traffic striping.

Edge line rumble strips – Rumble strips placed continuously or in skip pattern on the edge line traffic stripe.

B. Type

Cylindrical – Ground in place rumble strip consisting of concave milled depressions separated by undisturbed flat pavement.

Sinusoidal – Ground in place rumble strip consisting of a continuously milled variable depth depression in a sinusoidal pattern.

C. Patterns

Skip ground in place rumble strips – Rumble strips placed with 30 ft. (9.0 m) of strips and 10 ft. (3.0 m) of gap between.

Continuous ground in place rumble strips – Rumble strips placed continuously without gaps.

456.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

456.1.03 Submittals

General Provisions 101 through 150.

456.2 Materials

General Provisions 101 through 150.

Section 456 — Rumble Strips

456.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

456.3 Construction Requirements

456.3.01 Personnel

General Provisions 101 through 150.

456.3.02 Equipment

A. Cutting Tool

Use a cutting tool that meets these requirements:

1. General
 - a. Has independent suspension from the power unit to allow the tool to self-align with the slope of the pavement.
 - b. Is equipped with guides to provide consistent alignment of each line of indentations in relation to the roadway.
 - c. Houses a single rotary-type milling/grinding head in line in the direction of travel.
 - d. The cutting tips on the milling/grinding head are arranged to provide a smooth cut with no more than 0.05 in. (1 mm) between the peaks and valleys.
 - e. Capable of cutting standard 6 in. (150mm) and 16 in. (400mm) rumble strip widths.
 - f. Capable of simultaneously cutting two 6 in. (150 mm) rumble strips separated by a 6 in. (150mm) area of undisturbed pavement for centerline rumble strips.
2. Sinusoidal Rumble Strips
 - Capable of cutting continuous variable depth sinusoidal pattern rumble strips in accordance with the plans and details.

456.3.03 Preparation

General Provisions 101 through 150.

456.3.04 Fabrication

General Provisions 101 through 150.

456.3.05 Construction

A. Indentations

1. General
 - a. Placement of indentations must be completed within ten calendar days of opening traffic in final lane configuration.
2. Freeway shoulder rumble strips indentation dimensions:
 - a. Indentations have a concave circular shape and are spaced 12 in. (9300 mm) center to center.
 - b. 7 in. (175 mm) wide with a 5 in. (125 mm) gap in the direction of travel
 - c. 16 in. (400 mm) long when measured perpendicular to the direction of travel.
 - d. Minimum 1/2 in. (13 mm) +/- 1/16 in. (2 mm) deep at center

Section 456 — Rumble Strips

3. Non freeway rumble strips indentation dimensions:
 - a. Cylindrical shoulder rumble strips indentation dimensions:
 - Indentations have a concave circular shape and are spaced 12 in. (300 mm) center to center.
 - 5 in. (125 mm) wide with a 7 in. (175 mm) gap in the direction of travel
 - Standard 16 in. (400 mm) long or 6 in. (150 mm) long (as specified in the pay item description) when measured perpendicular to the direction of travel.
 - Minimum 3/8 in. (10 mm) +/- 1/16 in. (2 mm) deep at center
 - b. Cylindrical Centerline rumble strips indentation dimensions:
 - Indentations have a concave circular shape and are spaced 12 in. (300 mm) center to center.
 - 5 in. (125 mm) wide with a 7 in. (175 mm) gap in the direction of travel
 - Standard 16 in. (400 mm) long when measured perpendicular to the direction of travel.or double 6 in. (150 mm) long strips spaced 6 in. (125 mm) apart (as specified in the pay item description) when measured perpendicular to the direction of travel and centered with the centerline striping and or pavement joint.
 - Minimum 3/8 in. (10 mm) +/- 1/16 in. (2 mm) deep at center
 - c. Cylindrical edge line rumble strips indentation dimensions:
 - Indentations have a concave circular shape and are spaced 12 in. (300 mm) center to center.
 - 5 in. (125 mm) wide with a 7 in. (175 mm) gap in the direction of travel
 - 6 in. (150 mm) long when measured perpendicular to the direction of travel
 - Minimum 3/8 in. (10 mm) +/- 1/16 in. (2 mm) deep at center
 - d. Sinusoidal shoulder rumble strips indentation dimensions:
 - Indentations have a sinusoidal shape and are spaced 14 in. (355 mm) center to center.
 - Standard 16 in. (400 mm) long or 6 in. (150 mm) long when measured perpendicular to the direction of travel.
 - Minimum 1/16 in. (2 mm) at crest to 1/2 in. (13 mm) +/- 1/16 in. (2 mm) deep.
 - e. Sinusoidal Centerline rumble strips indentation dimensions:
 - Indentations have a sinusoidal shape and are spaced 14 in. (355 mm) center to center.
 - Standard 16 in. (400 mm) long when measured perpendicular to the direction of travel.or double 6 in. (150 mm) long strips spaced 6 in. (125 mm) apart (as specified in the pay item description) when measured perpendicular to the direction of travel and centered with the centerline striping and or pavement joint.
 - Minimum 1/16 in. (2 mm) at crest to 1/2 in. (13 mm) +/- 1/16 in. (2 mm) deep.
 - f. Sinusoidal edge line rumble strips indentation dimensions:
 - Indentations have a sinusoidal shape and are spaced 14 in. (350 mm) center to center.
 - 6 in. (150 mm) long when measured perpendicular to the direction of travel
 - Minimum 1/16 in. (2 mm) at crest to 1/2 in. (13 mm) +/- 1/16 in. (2mm) deep

Excess waste material resulting from the operation may be swept to the grassed shoulder and spread where applicable. If an adjacent grassed shoulder is not available, or if directed by the Engineer, remove and dispose of the waste material in a manner approved by the Engineer.

Section 456 — Rumble Strips

456.3.06 Quality Acceptance

General Provisions 101 through 150.

456.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

456.4 Measurement

Shoulder rumble strips and edge line rumble strips are measured by the gross linear mile (kilometer) along each shoulder or edge line. Centerline rumble strips are measured by the gross linear mile (kilometer) along the centerline of the road. Skip ground in place rumble strips will be paid from the first indentation to the last indentation in each series with no deduction for the skips. The plan quantity is the pay quantity unless the Engineer makes authorized changes.

456.4.01 Limits

General Provisions 101 through 150.

456.5 Payment

Payment will be made at the Contract Unit Price bid per gross linear mile (kilometer). Payment is full compensation for furnishing equipment and labor and for satisfactorily performing the work.

Payment will be made under:

Item No. 456	Freeway-shoulder rumble strips – ground in place continuous 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical shoulder rumble strips – ground in place continuous 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical shoulder rumble strips – ground in place skip 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical shoulder rumble strips – ground in place continuous 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical shoulder rumble strips – ground in place skip 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical centerline rumble strips – ground in place continuous 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical centerline rumble strips – ground in place continuous double row 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical edge line rumble strips – ground in place continuous 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Cylindrical edge line rumble strips – ground in place skip 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal shoulder rumble strips – ground in place continuous 16 in. (400 mm)	Per gross linear mile (kilometer)

Section 456 — Rumble Strips

Item No. 456	Sinusoidal shoulder rumble strips – ground in place skip 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal shoulder rumble strips – ground in place continuous 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal shoulder rumble strips – ground in place skip 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal centerline rumble strips – ground in place continuous 16 in. (400 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal centerline rumble strips – ground in place continuous double row 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal edge line rumble strips – ground in place continuous 6 in. (150 mm)	Per gross linear mile (kilometer)
Item No. 456	Sinusoidal edge line rumble strips – ground in place skip 6 in. (150 mm)	Per gross linear mile (kilometer)

456.5.01 Adjustments

General Provisions 101 through 150

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

PI # 0017399
DeKalb 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 federally protected tricolored bat (*Perimyotis subflavus*). Additionally, all bats are protected under Georgia state law (Official Code of Georgia § 27-1-28). 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. 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.
3. 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.

SP 107.23H – Protection of Ecological Resources

4. Omit the application of lime and fertilizer within 200 feet of Perennial Stream 1, Intermittent Stream 1A, and Wetland 1B.
5. 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 Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the Federal Highway Administration.
6. 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. Within thirty (30) days of 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 GDOT Office of Environmental Services (ecology_submittals@dot.ga.gov) with the PI number in the subject line of the email. GDOT in turn will provide copies of the report to the Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the Federal Highway Administration.
7. 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.

Protected Species On This Project

Tricolored Bat (*Perimyotis subflavus*)

Photo Credit: GA DNR, Center for Biological Diversity



Description:

- * Adults have a body length of 3 to 3.5 inches from head to tail and a wingspan of 8 to 10 inches.
- * Body has a yellowish-brown appearance due to multicolored fur.
- * A key identifying feature is the pinkish forearms that contrast with the black wings.

Habitat:

During summer months, tricolored bats roost among leaf clusters of live or recently dead trees and within features such as barns or bridges. During the winter, this species hibernates in caves and mines; although, where caves are sparse, they will hibernate in culverts, as well as tree cavities and abandoned water wells.

**Harming, harassing or killing this animal can lead to fines or jail time.
See Special Provision 107.23 H.**

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**SPECIAL PROVISION
P.I. No. 0017399
DeKalb 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 Perennial Stream 1 and Intermittent Stream 1A (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.

CITY OF TUCKER
SPECIAL PROVISION
TO GDOT SPECIFICATIONS, 2021 EDITION

**Section 647GW — Traffic Control Signal
Installation**

Key to styles and symbols used in this document:

Italicized Font = Direction on how to handle the section that follows.

Standard Font = Original text from GDOT specification; retained for clarification of modifications.

Bold Font = Additional or modified text.

_ (underscore) = Location where text had been removed from GDOT specification.

Delete subsection 647.3.01.B.2.a. and substitute the following:

647.3.01 Construction Management Requirements

B. Utility Coordination

2. Utility Maintenance

- a. The contractor shall be responsible for establishing utility services and ongoing monthly costs related to utility services until Final Acceptance of the traffic control devices. **_for County applies for the power tap and takes the responsibility for power during construction.**

Add subsection 647.3.05.I.3 and substitute the following:

647.3.05 Installation of Traffic Control Devices

I. Pedestrian Signal Faces

3. Leave a vertical clearance from the bottom of the pedestrian signal face to the ground at a preferred height of 10 ft. (3m) unless specified in the contract of by the Department __ add. **Pedestrian signal housings maybe mounted at a minimum of 7 ft. (2.1m) above the ground line.**

Delete subsection 647.3.05.J.5.a.c.d and substitute the following:

647.3.05 Installation of Traffic Control Devices

5. Installation

- a. Attach cables to messenger using lashing wire, aluminum ties, or lashing rods. __ for **Attach cables to messenger using lashing wire only.**
- c. Only use lashing rods that are of the same material as the messenger strand_ **delete**
- d. If lashing rods are used, use lashing rods sized for the cables and messenger strand_ **delete**

CITY OF TUCKER
SPECIAL PROVISION
TO GDOT SPECIFICATIONS, 2021 EDITION
Section 937GW — Detection Systems

Key to styles and symbols used in this document:

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Delete subsection 937.2.03.C.1.b and substitute the following:

937.2.03 Pedestrian Detection System

C. Equipment

1. Housing

- b. Provide housing and cover with a chromate conversion coating to provide a proper base for paint adhesion. The housing shall be finished with baked enamel finish power coating or paint in highway ___ for **black**.

2. Pushbutton (all types)

- c. Provide switch that meets the following requirements:
 - i. Switch rated for ___ for **300** million cycles.

E. Requirements

2. Type B pushbutton

- d. Pushbutton Locator Tone
 - ii. Locator tone have a volume range of 30 to ___ for **68** dB measured at 3 ft (0.9m) from unit.
- e. Vibrating Tactile Button
 - ii. Provide tactile arrow that is 2 in (52mm) in length and field adjustable to ___ for **three** directions.

Delete subsection 937.2.05.C.2.c and substitute the following:

937.2.05 Microwave Vehicle Detection System Requirements

C. Equipment

2. Cables

- c. ___ for Twisted pairs shall be identified by separate insulation colors. Communications pairs shall be individually or commonly shielded. Communication cable shall be 22 or 18 AWG 7-strand tinned copper 2 (1Pair) twisted. Jacket material polyvinyl chloride with jacket color (black) in conductor color depending on the pair lay length 1.5” (orange, white with orange stripe), 1.75” (blue, white with blue stripe) or 2” (black, red).

Delete subsection 937.2.05.C.2.c and substitute the following:

937.3.02 Inductance Loop Detection System

C. Saw Cut Sealing

1. ___ for **After successfully testing each loop, fill the slots with sealant to fully encase the conductors using one-part loop sealant mixture that requires a caulk gun or similar device with tip applicator. See Section 833.2.09.**

Exhibit B: Cost Proposal

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
001	150-1000	TRAFFIC CONTROL - PI0017399	LS	1.00		
002	150-5010	TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR	EA	2.00		
003	153-1300	FIELD ENGINEERS OFFICE TP 3	EA	1.00		
004	156-0100	GPS DATA COLLECTION AND SUBMITTAL	LS	1.00		
005	210-0100	GRADING COMPLETE - PI 0017399	LS	1.00		
006	441-0104	CONC SIDEWALK, 4 IN	SY	353.00		
007	441-0108	CONC SIDEWALK, 8 IN	SY	42.00		
008	441-0748	CONCRETE MEDIAN, 6 IN	SY	857.00		
009	441-4030	CONC VALLEY GUTTER, 8 IN	SY	3.00		
010	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	86.00		
011	441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	LF	1,607.00		
012	620-0100	TEMPORARY BARRIER, METHOD NO. 1	LF	3,622.00		
013	632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	2.00		
014	634-1200	RIGHT OF WAY MARKERS	EA	7.00		
015	641-1100	GUARDRAIL, TP T	LF	42.00		
016	641-1200	GUARDRAIL, TP W	LF	4,919.00		
017	641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	6.00		
018	641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	EA	4.00		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
019	643-2162	CH LK FENCE W/EXT ARMS & BARBED WIRE, ZC COAT, 8 FT, 9 GA	LF	980.00		
020	643-8010	GATE, CHAIN LINK ZC COAT - - SARR PKWY	EA	1.00		
		PAVEMENT				
021	310-1101	GR AGGR BASE CRS, INCL MATL	TN	11,212.00		
021A	318-3000	AGGR SURF CRS	TN	100.00		
022	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	200.00		
023	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,069.00		
024	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,616.00		
025	402-4510	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	TN	2,818.00		
026	413-0750	TACK COAT	GL	3,190.00		
027	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	26,110.00		
028	439-0020	PLAIN PC CONC PVMT, CL 3 CONC, 9 INCH THK	SY	3,620.00		
029	439-0024	PLAIN PC CONC PVMT, CL 3 CONC, 11 INCH THK	SY	6,950.00		
030	446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	4,847.00		
031	456-2054	CYLINDRICAL SHOULDER RUMBLE STRIPS - GROUND IN PLACE CONTINUOUS, 16 IN (400 MM)	GLM	0.41		
032	456-2056	CYLINDRICAL SHOULDER RUMBLE STRIPS - GROUND IN PLACE SKIP, 16 IN (400 MM)	GLM	0.60		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
033	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	18.00		
		DRAINAGE				
034	169-0020	ENHANCED DRY SWALE - PI 0017399	EA	1.00		
035	169-0021	ENHANCED DRY SWALE MAINTENANCE	EA	1.00		
036	441-0204	PLAIN CONC DITCH PAVING, 4 IN	SY	120.00		
037	550-3000	ELLIPTICAL PIPE - - 18 IN, CLASS IV	LF	84.00		
038	550-4230	FLARED END SECTION 30 IN, STORM DRAIN	EA	1.00		
039	550-5150	STORM DRAIN PIPE, 15 IN, CLASS III	LF	362.00		
040	550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	502.00		
041	550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	LF	52.00		
042	550-9000	VIDEO INSPECTION	LF	138.00		
043	573-2008	UNDDR PIPE INCL DRAINAGE AGGR, 8 IN	LF	200.00		
044	611-3000	RECONSTR CATCH BASIN, GROUP 1	EA	2.00		
045	668-1100	CATCH BASIN, GP 1	EA	2.00		
046	668-2100	DROP INLET, GP 1	EA	11.00		
047	668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	2.00		
048	668-4300	STORM SEWER MANHOLE, TP 1	EA	1.00		
		TEMPORARY DRAINAGE				
049	550-6020	STORM DRAIN PIPE, 18 IN, CLASS III, TEMPORARY	LF	50.00		
050	550-6820	FLARED END SECTION, 18 IN, STORM DRAIN, TEMPORARY	EA	2.00		
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City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
051	615-1000	JACK OR BORE PIPE - - TEMP 18 IN PIPE	LF	50.00		
052	668-2100	DROP INLET, GP 1	EA	1.00		
		TEMPORARY EROSION CONTROL				
053	163-0232	TEMPORARY GRASSING	AC	2.00		
054	163-0240	MULCH	TN	73.00		
055	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	4.00		
056	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	1.00		
057	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	1,548.00		
058	163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	LF	266.00		
059	163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	EA	1.00		
060	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	37.00		
061	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	233.00		
062	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	2,896.00		
063	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	1,814.00		
064	165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	1.00		
065	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2.00		
066	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	37.00		
067	165-0110	MAINTENANCE OF ROCK FILTER DAM	EA	1.00		
068	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	EA	1.00		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
069	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	6.00		
070	167-1500	WATER QUALITY INSPECTIONS	MO	24.00		
071	171-0010	TEMPORARY SILT FENCE, TYPE A	LF	4,662.00		
072	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	5,791.00		
		PERMANENT EROSION CONTROL				
073	163-0240	MULCH	TN	8.00		
074	700-6910	PERMANENT GRASSING	AC	3.90		
075	700-7000	AGRICULTURAL LIME	TN	8.00		
076	700-8000	FERTILIZER MIXED GRADE	TN	1.20		
077	700-8100	FERTILIZER NITROGEN CONTENT	LB	196.00		
078	700-9300	SOD	SY	565.00		
079	716-2000	EROSION CONTROL MATS, SLOPES	SY	3,365.00		
		SIGNING				
080	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	302.50		
081	636-1077	HIGHWAY SIGNS, ALUM EXTRUDED PANELS, REFL SHEETING, TP 9	SF	628.00		
082	636-2070	GALV STEEL POSTS, TP 7	LF	415.00		
082A	636-3010	GALV STEEL POSTS, TP 9	LF	60.00		
083	639-2002	STEEL WIRE STRAND CABLE, 3/8 IN	LF	140.00		
084	639-3004	STEEL STRAIN POLE, TP IV	EA	3.00		
		PAVEMENT MARKING				
085	653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	9.00		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
086	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	43.00		
087	653-0160	THERMOPLASTIC PVMT MARKING, ARROW, TP 6	EA	5.00		
088	653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	EA	14.00		
089	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	1,495.00		
090	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,800.00		
091	653-1810	THERMOPLASTIC SOLID TRAF STRIPE, 10 IN, WHITE	LF	1,050.00		
092	653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	LF	7,120.00		
093	653-2603	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	LM	3.04		
094	653-3602	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, YELLOW	GLF	90.00		
095	653-4503	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	GLF	6,930.00		
096	653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	GLF	16.00		
097	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	155.00		
098	654-1001	RAISED PVMT MARKERS TP 1	EA	21.00		
099	654-1003	RAISED PVMT MARKERS TP 3	EA	602.00		
100	655-5000	PVMT ARROW, THERMOPLASTIC, WITH RAISED REFLECTORS	EA	3.00		
101	655-6020	PREFORMED PLASTIC PVMT MKG ARROW, CONTRAST (BLACK-WHITE), TP 2	EA	4.00		
102	657-4085	PREFORMED PLASTIC SKIP PVMT MKG, 8 IN, CONTRAST (BLACK-WHITE), TP PB	GLM	0.12		
103	657-5003	PREFORMED PLASTIC PAVEMENT MARKING, WORD TP 1, TP PB	EA	6.00		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
104	657-9244	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 9 IN, CONTRAST (BLACK-YELLOW)	LM	0.12		
105	657-9245	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 9 IN, CONTRAST (BLACK-WHITE)	LF	1,040.00		
		SIGNAL INSTALLATION				
106	639-3004	STEEL STRAIN POLE, TP IV - , 65' AND 55' TANDEM MAST ARM POWER COATED BLACK - NO. 1	EA	1.00		
107	639-3004	STEEL STRAIN POLE, TP IV - , 65' MAST ARM POWER COATED BLACK - NO. 1	EA	1.00		
108	639-3004	STEEL STRAIN POLE, TP IV - , 35' AND 65' TANDEM MAST ARM POWER COATED BLACK - NO.2	EA	1.00		
109	639-3004	STEEL STRAIN POLE, TP IV - , 45' AND 50' TANDEM MAST ARM POWER COATED BLACK - NO.2	EA	1.00		
110	639-3004	STEEL STRAIN POLE, TP IV - 45' MAST ARM POWDER COATED BLACK - NO.3	EA	1.00		
111	639-3004	STEEL STRAIN POLE, TP IV - , 40' AND 50' TANDEM MAST ARM POWER COATED BLACK - NO.3	EA	1.00		
112	639-3004	STEEL STRAIN POLE, TP IV - , 50' MAST ARM POWER COATED BLACK - NO.4	EA	2.00		
113	647-1000	TRAFFIC SIGNAL INSTALLATION - NO. 1	LS	1.00		
114	647-1000	TRAFFIC SIGNAL INSTALLATION - NO. 2	LS	1.00		
115	647-1000	TRAFFIC SIGNAL INSTALLATION - NO. 3	LS	1.00		
116	647-1000	TRAFFIC SIGNAL INSTALLATION - NO. 4	LS	1.00		
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City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
117	682-6233	CONDUIT, NONMETL, TP 3, 2 IN - TRAFFIC SIGNAL INSTALLATION NO.1	LF	340.00		
118	682-6233	CONDUIT, NONMETL, TP 3, 2 IN - TRAFFIC SIGNAL INSTALLATION NO.2	LF	680.00		
119	682-6233	CONDUIT, NONMETL, TP 3, 2 IN - TRAFFIC SIGNAL INSTALLATION NO.3	LF	285.00		
120	682-6233	CONDUIT, NONMETL, TP 3, 2 IN - TRAFFIC SIGNAL INSTALLATION NO.4	LF	400.00		
121	682-9950	DIRECTIONAL BORE - - 5 IN - TRAFFIC SIGNAL INSTALLATION NO.1	LF	170.00		
122	682-9950	DIRECTIONAL BORE - - 5 IN - TRAFFIC SIGNAL INSTALLATION NO.2	LF	340.00		
123	682-9950	DIRECTIONAL BORE - - 5 IN - TRAFFIC SIGNAL INSTALLATION NO.3	LF	180.00		
124	682-9950	DIRECTIONAL BORE - - 5 IN - TRAFFIC SIGNAL INSTALLATION NO.4	LF	200.00		
125	937-4100	PEDESTRIAN DETECTION SYSTEM - NO.1	LS	1.00		
126	937-4100	PEDESTRIAN DETECTION SYSTEM - NO.2	LS	1.00		
127	937-4100	PEDESTRIAN DETECTION SYSTEM - NO.3	LS	1.00		
128	937-4100	PEDESTRIAN DETECTION SYSTEM - NO.4	LS	1.00		
129	937-6000	MICROWAVE RADAR DETECTION ASSEMBLY	EA	1.00		
		WALL				
130	621-6200	CONCRETE SIDE BARRIER, TP 2-S - 1	LF	309.00		
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City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
		LIGHTING				
131	680-4230	LIGHTING STD, 31-35 FT MH	EA	46.00		
132	680-5270	LUMINAIRE BRACKET ARM, 12 FT	EA	46.00		
133	680-6130	LUMINAIRE, TP 3, LED	EA	46.00		
134	682-1505	CABLE, TP RHH/RHW, AWG NO 8	LF	23,785.00		
135	682-1506	CABLE, TP RHH/RHW, AWG NO 6	LF	5,605.00		
136	682-1509	CABLE, TP RHH/RHW, AWG NO 2	LF	345.00		
137	682-2110	ELECTRICAL SERVICE POINT	EA	2.00		
138	682-2120	PULL BOX, TYPE 2	EA	10.00		
139	682-6120	CONDUIT, RIGID, 2 IN	LF	110.00		
140	682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	9,370.00		
141	682-9023	ELECTRICAL JUNCTION BOX, GALVANIZED, SIZE - - 12 IN x 10 IN x 8 IN	EA	2.00		
142	682-9950	DIRECTIONAL BORE - 2 IN	LF	630.00		
		WATER & SEWER				
143	611-8050	ADJUST MANHOLE TO GRADE	EA	5.00		
144	611-8140	ADJUST WATER VALVE BOX TO GRADE - PI 017399	EA	10.00		
		ITS				
145	682-2145	PULL BOX, TYPE 4S	EA	1.00		
146	682-2170	PULL BOX, TYPE 7 - , SPLIT LID	EA	4.00		
147	682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	11,775.00		
148	682-9950	DIRECTIONAL BORE - 3 IN	LF	1,065.00		

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT PROJECT P.I 0017399

Item #	GDOT #	Description	Units	Est. Bid Quantity	Unit Price Bid	Total Price Bid
149	682-9950	DIRECTIONAL BORE - 5 IN	LF	125.00		
150	682-9950	DIRECTIONAL BORE - 7 IN	LF	820.00		
151	935-1112	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 12 FIBER	LF	65.00		
152	935-1113	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 24 FIBER	LF	1,865.00		
153	935-1116	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 72 FIBER	LF	1,520.00		
154	935-1118	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 144 FIBER	LF	3,275.00		
155	935-3103	FIBER OPTIC CLOSURE, UNDERGROUND, 24 FIBER	EA	2.00		
156	935-3106	FIBER OPTIC CLOSURE, UNDERGROUND, 72 FIBER	EA	4.00		
157	935-3108	FIBER OPTIC CLOSURE, UNDERGROUND, 144 FIBER	EA	5.00		
158	935-4010	FIBER OPTIC SPLICE, FUSION	EA	852.00		

TOTAL PROPOSED COST: \$ _____

WRITTEN PROPOSED COST: _____

*In case of discrepancy between the unit price and the total price on the completed Cost Proposal, the unit price will prevail, and the total price will be corrected.

City of Tucker Invitation to Bid

ITB 2026-013

SR 410/US 78 @ CR 9476/MOUNTAIN IND BLVD ROADWAY IMPROVEMENT
PROJECT P.I 0017399

Proposal Price Certification

In compliance with the attached specification, the undersigned understands the City's minimum scope requirements.

The undersigned offers and agrees that if this proposal is accepted by the Mayor and City Council within ninety (90) days of the date of bid opening, that the undersigned will furnish any or all of the deliverables and additional services offered, at the quoted price, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

DOES YOUR COMPANY CURRENTLY HAVE A LOCATION WITHIN THE CITY OF
TUCKER?

_____ YES _____ NO

AUTHORIZED SIGNATURE _____

PRINT NAME _____

CONTACT PHONE NUMBER _____

CONTACT EMAIL ADDRESS _____



EXHIBIT C PLANS AND DESIGNS

The Plans and Designs prepared by Atlas Technical Consultants, Inc. for the City of Tucker are attached as a separate file.

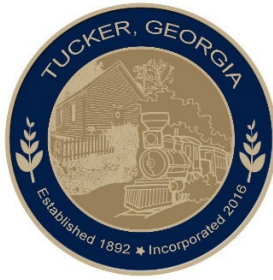


EXHIBIT D PROVIDED REQUIRED FORMS

The following forms are included as part of Exhibit D

- Bid Bond
- W-9
- Contractor Affidavit (E-Verify) - Notarization required
- Proposed list of Sub-Contractors
- References
- Federal Aid Certification
- Oath of Non-Collusion – Notarization required
- Debarment Certificate
- Contact Information

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name of Contractor) _____ at

(Address of Contractor) _____

(Corporation, Partnership and / or Individual) hereinafter called Principal, and

(Name of Surety) _____

(Address of Surety) _____

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held, and firmly bound unto

(Name of Oblige) City of Tucker Georgia

(Address of Oblige) 1975 Lakeside Parkway, Suite 350, Tucker, Georgia 30084

Hereinafter referred to as Oblige, in the penal sum of _____ 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 Tucker, Georgia, a proposal for furnishing materials, labor, and equipment for:

**ITB # 2026-013
SR 410/US 78 @ CR 9476/MOUNTAIN INDUSTRIAL BOULEVARD
ROADWAY IMPROVEMENT PROJECT P.I. #0017399**

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 Tucker, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Tucker, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Tucker, 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 Tucker, 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. § 13-10-20, et. Seg. And § 36- 91-50, 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 _____ day of _____ A.D., 20____.

ATTEST:

(Principal Secretary)

(Principal)

(SEAL)

BY: _____

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

BY: _____
(Attorney-in-Fact) and Resident Agent

(Attorney-in-Fact)

(SEAL)

(Address)

(Witness as to Surety)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.

Contractor Name:	
Solicitation/Bid number or Project Description:	ITB 2026-013 SR 410/US 78 @ CR 9476/Mountain Industrial Blvd Roadway Improvement Project P.I. #0017399

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 under a contract on behalf of the City of Tucker, Georgia 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 as required by O.C.G.A. § 13-10-91(b) and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____



PROPOSED SUBCONTRACTOR FORM: ITB 2026-013

Please complete this form and return as part of your bid package when it is submitted.
If no subcontractors are proposed, please indicate "N/A".

Name of Bidder _____

1. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

2. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

3. Subcontractor Name: _____

% of Bid Amount: _____

Description of Work provided and GDOT Area Class (if applicable):

Duplicate if needed.



REFERENCES FORM: ITB #2026-013

BIDDERS MUST RETURN THIS FORM

Please complete this form and return as part of your bid package when it is submitted.

Name of Bidder _____

REFERENCE #1

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

REFERENCE #2

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

REFERENCE #3

Contact Name: _____

Contact Number: _____

Brief Description of work provided: _____

Please complete and submit in bid package

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**FEDERAL AID CERTIFICATION
(English Project)**

Revised: April 19, 2024
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 2024 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.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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 Contractors 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 (Contractors name), (Subcontractors name) certifies to the Contractor that a drug free workplace will be provided to and for the subcontractors employees during the performance of this Contract pursuant to paragraph (7) of subsection 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.



OATH OF NON-COLLUSION

COMES NOW, _____ (“Contractor”),
[*name of Contractor*]

appearing by and through _____,
[*name of individual with authority to bind Contractor*]

its _____ (“Individual And Representative Affiant”), and
[*title*]

[*insert the names of all those required to give the oath*]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.

3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.

4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This ____ day of _____, 20__.

By: _____, individually and on behalf of Contractor
[signature of Individual And Representative Affiant]

Name: _____

Title: _____

Individual Affiants' signatures and names:

Name:

Name:

Name:

Name:

Name:

Name:

Subscribed and Sworn before me on this
____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required may not necessarily result in denial of participation in this covered transaction. The prospective primary participant shall submit an explanation of why it cannot provide the certification below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance is placed by the City before entering into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available, the City may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the City to which this proposal is submitted if at any time the prospective primary participant 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 City to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the City.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," as provided by the City without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A prospective primary participant, 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 prospective primary participant 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 prospective primary participant 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 prospective primary 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 City or the Georgia Department of Transportation may terminate this transaction for cause or default.

CERTIFICATION

The prospective primary participant certifies to the reading and understanding of the attached instructions and 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 covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
2. 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;
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 (b) of this certification; and,
4. 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.
5. 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, -48- including termination of this Agreement and other remedies available to the City, 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.

Organization Name

Project # / Name

Authorized Representative Name and Title (Printed)

Signature

Date

Contact Information Form

Please fill out this form with the appropriate contact information for your company.

Full Legal Name of Company: _____

Date: _____

Contractor Information:

Primary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Secondary Contact Person: _____

Title: _____ Telephone Number: _____

E-mail Address: _____

Preferred Contact for Administration: (i.e. Document Processing) (Choose one)

Primary Contact

Secondary Contact

Address: _____

City / State / Zip: _____

Mailing Address (If different than above): _____

City / State / Zip: _____

Federal Employee ID Number (FEIN): _____



EXHIBIT E

The following are included as part of Exhibit E:

- FHWA 1273
- Davis Bacon Wage Rate Determination
- Environmental Commitments Table ERIT

**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 procurement 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 procurement 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: GA20260003 01/02/2026

Superseded General Decision Number: GA20250003

State: Georgia

Construction Type: Highway

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, Dekalb, Douglas, Fayette, Forsyth, Greene, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
 0 01/02/2026

SUGA2022-003 07/12/2024

	Rates	Fringes
CARPENTER.....	\$ 32.68	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 30.37	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.23	2.23
LABORER: Common or General.....	\$ 18.70	0.00
LABORER: Pipelayer.....	\$ 22.42	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.53	3.63
OPERATOR: Bulldozer.....	\$ 24.68	2.59
OPERATOR: Crane.....	\$ 39.31	0.00
OPERATOR: Grader/Blade.....	\$ 26.18	4.28
OPERATOR: Loader.....	\$ 22.37	1.40
OPERATOR: Milling Machine.....	\$ 29.67	6.29
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.62	4.10
OPERATOR: Roller.....	\$ 18.89	3.99
OPERATOR: Screed.....	\$ 21.00	4.22
TRAFFIC CONTROL: Flagger.....	\$ 14.80	2.76
TRUCK DRIVER: Dump Truck.....	\$ 22.21	3.58
TRUCK DRIVER: Lowboy Truck.....	\$ 25.43	4.00

 WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

END OF GENERAL DECISION

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Interoffice Memo

March Let

DATE: December 5, 2025

FROM: Amber Phillips, State Environmental Administrator

TO: Walter Taylor, State Project Review Engineer (via email)

SUBJECT: Certification for Let
PI: 0017399, County: DeKalb

<i>Certification for Let Checklist</i>		
Is an approved environmental document, reevaluation, or programmatic reevaluation memo on file?		Yes
Document Type: CE	Original Approval Date: 11/14/2024	Current Approval Date: 11/7/2025
Have changes to the project or the environmental process occurred since the current approval?		No
Have all preconstruction commitments been completed?		N/A
Have all environmental commitments/requirements been included in the project plans and contract?		Yes
Have all necessary permits (TVA, Section 404, Coast Guard, Cemetery, etc.) been obtained?		N/A
Have all mitigation credits (including, as needed, Waters of the US and state protected buffers) been obtained?		N/A
Have all buffer variances been obtained?		N/A

Compliance with applicable environmental requirements has been completed for the subject project. There are no additional environmental commitments and/or requirements that would require notations in the plans. Construction activities should be limited to areas within the designated project construction limits. See the attached Environmental Commitments Table.

CERTIFIED BY: Takiyah Christian
Takiyah Christian, NEPA Analyst

REVIEWED BY: Edith Patton
Reviewing Manager

cc: Via email: Daryl Williams, Environmental Compliance Bureau
Tahirah Slaughter, GDOT Project Manager

Project File: PDF saved to the NEPA folder in ProjectWise

Please ensure the following items (as applicable) are included in this certification:

- | | | |
|----|--|-----|
| 1. | <i>Environmental Commitments Table (include special provisions)</i> | Yes |
| 2. | <i>404 Permit, Buffer Variance(s), and any other Env permit(s) required under NEPA, such as TVA permit</i> | N/A |
| 3. | <i>Proof of mitigation</i> | N/A |

ENVIRONMENTAL COMMITMENTS TABLE

Let Sponsor: Local LET, signature required *Ken Hillman*
 PI#: 0017399 County: DeKalb City of Tucker

Date: 8/12/2025
 Stage: CST Authorization (Let)
 Record Plan Set Date: 5/13/2025

Review
 If no commitments, Env Analyst may approve for all

GDOT PM & PM's manager assert that commitments are feasible.
GDOT PM Name & Initials: Tahirah Slaughter TS
GDOT PM's Manager Name: Marshall Troup, Jr.
GDOT PM's Manager Signature/Date: *Marshall Troup, Jr.* 8/28/2025

Engineer of record (EOR) asserts that plans incorporate (or will incorporate) applicable commitments.
EOR (or GEC-P.E.) Name: B. Mark Hanson
Signature/Date: *B. Mark Hanson*
 8/27/2027

GDOT Env SME Initials & Review Date.
Air/Noise: TC 8/27/25 Arch: TC 8/27/25
Eco: AD 8/13/25 Hist: CC 8/13/25
Env An: TC 8/18/25

A. During or Post-construction Commitments/Requirements

During or Post		Commitment	Reference Document	Office and/or Title of Responsible Party	Responsible Party to Document Completion*
A-1	During	Conservation fund payment to offset the impacts of tree-clearing, as prescribed in the Georgia Bat Programmatic Agreement	Georgia Bat Programmatic Agreement	GDOT Office of Environmental Services - Ecology	GDOT Office of Environmental Services - Ecology

*Responsible Party to Document Completion with a date or other relevant details; initial (or sign) the cell.

B. Special Provisions

Special Provision	Purpose of Special Provision	Date of Special Provision
B-1 107.23H	Avoid/minimize harm to Tri-colored bat (<i>Perimyotis subflavus</i>)	July 2025
B-2 165.3.05	For erosion control and to prevent harm to protected species	July 2025

Attach any environmental Special Provisions with transmittal letters to this document.

C. Necessary Permits, Stream Buffer Variances and Mitigation Credits

Permit, Variance, Mitigation Credits, etc.	Additional Info (permit expiration date, number of credits needed, etc.)	Status Acquired or not acquired; If acquired include date.
C-1 Notice of Intent (NOI) for NPDES	The City of Tucker and Construction Contractor will submit a NOI to the NPDES General Permit following award of the contract but prior to construction.	Will be acquired following Let

Attach all materials associated with above items with transmittal letters to this document, if applicable to the stage.

D-F. Pre-construction Commitments/Requirements

D	Commitment	Applicable Resource(s)	Reference Document	Office and/or Title of Responsible Party	Status
-	-	-	-	-	-

Examples are Environmental Resource Impact Table (ERIT) listings, a design feature, a plan sheet note, etc. If the item is no longer applicable to the project, move to Section G with an explanation.

E	Public Outreach†	Additional Information	Status
-	-	-	-

†Any response letter obligations for future consideration.

ENVIRONMENTAL COMMITMENTS TABLE

Let Sponsor: Local LET, signature required
 PI#: 0017399 County: DeKalb

Ken Hildebrandt
 Ken Hildebrandt, City of Tucker

Date: 8/12/2025
 Stage: CST Authorization (Let)
 Record Plan Set Date: 5/13/2025

F	Resources (Category)	Impacts or Effect Findings for Resources <i>If no impacts, state "No impacts/no permitted construction activity".</i>	Was this updated from previous ECT? <i>N/A if first ECT for project.</i>	Name and Date of Report	Are all resources correct on the plans and ERIT?#
F-1	Streams	None	No	Addendum to the Ecology Resource Survey and Assessment of Effects Report (August 2025)	Yes
F-2	Wetlands	None	Yes	"	Yes
F-3	Buffered State Waters	None	No	"	Yes
F-4	State Water Buffers	None	No	"	Yes
F-5	Recognized Environmental Concerns (RECs)	Any activity following HazMat protection measures	No	Phase I Environmental Site Assessment Report (09.29.2022)	-

For individual resources refer to technical reports and/or ERIT. #If project is in *PFPR Preparation* stage, this column can list "Incomplete" if applicable; however, for CST, "Yes" is required.

G. Items No Longer Applicable to ECT (Likely items from Section D-F)

Use Table and Number	Resource/Item/Commitment	General Description	Reason No Longer Applicable
D-1	RECs	Prior to acquiring any ROW from potentially contaminated parcels, a Phase II Environmental Site Assessment shall be conducted as a response to RECs at the following properties: <ul style="list-style-type: none"> Express Oil Change – 1830 Mountain Industrial Boulevard Ahsan Enterprises (Conoco Store #283) – 1836 Mountain Industrial Boulevard 	The Office of Materials and Testing issued an Addendum to the Acceptance of Consultant's Phase I Environmental Site Assessment Report on May 2, 2024, stating that a Phase II ESA is no longer required.

Estimated PE Mitigation Cost <i>(Budgeting purposes only, mitigation cost may differ)</i>	\$0.00
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If project is **Complete** or **Under Construction**: Area or Construction Engineer (or equivalent under Design/Build) affirms by signature below that all Special Provisions, ERIT Comments, and During Construction Commitments were adhered to during the project's construction.

Please Print Name and Title: _____ Signature: _____ Date: _____

Provide an explanation if unable to sign.