

# Barrow County Board of Commissioners

30 North Broad Street Winder Georgia 30680 Phone: (770) 867-1977 Fax: (770) 307-3141

Cindy F. Clack  
Purchasing Agent



## MEMORANDUM

**To:** Parties Interested In RFB2015-3

**From:** Cindy Clack

**Date:** 11/5/2014

**Re:** RFB2015-3 – Off System Safety Improvement Project (Project #FG061)

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RFB2015-3 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County web site is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. ***This site should be visited frequently to insure an awareness of any updates.***

Please insure bids are submitted exactly as specified in the RFB. If you have any questions, please submit them in writing to the Barrow County Purchasing Agent as called for in the RFB.

Thank you.



**Barrow County Board of Commissioners  
30 North Broad Street  
Winder, GA 30680**

**REQUEST FOR BIDS  
RFB2015-3**

**OFF SYSTEM  
SAFETY IMPROVEMENT PROJECT  
(PROJECT # FG061)**

**BARROW COUNTY, GEORGIA  
NOVEMBER 5, 2014**

**REQUEST FOR BIDS**  
**RFB2015-3**  
**OFF SYSTEM SAFETY IMPROVEMENT PROJECT**  
**(PROJECT #FG061)**  
**BARROW COUNTY, GEORGIA**

**Date:** November 5, 2014

**PURPOSE:**

The purpose of this request is to provide interested contractors with sufficient information to enable them to submit a uniform bid for the County's review, and also to set forth a systematic method that will be fair and impartial to all parties concerned and to generate responses that can be equally evaluated by the County. This RFB is complex and requires your immediate and careful attention.

**GENERAL:**

Barrow County (Owner) is in the process of securing sealed bids for signage, traffic line re-stripping and pavement markings for various roadways throughout Barrow County. Special attention should be given to the Schedule and Conditions Below.

Each interested contractor understands and agrees that the work to be performed is funded pursuant to that Agreement for Off-System Safety Improvement Project between the Georgia Department of Transportation and Barrow County Project & P.I. #0013045 dated the 22 day of July, 2014 (the "DOT Agreement"). Each interested contractor has reviewed the DOT Agreement and all documents, exhibits, appendices, laws, and regulations referenced therein and agrees to ensure that the work is performed (including all subcontractors and suppliers) in compliance with all requirements contained therein.

Regular and Uniform Proposal: Each contractor must comply with all requirements for a regular bid as directed or required by this notice. Notice is hereby given to all contractors that if their proposals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of bids, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The contractor's degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and award of contract for the project. All instructions are to be considered an integral part of this RFB.

Firm Price: Prices quoted by contractor shall be firm prices, not subject to increase during the schedule hereinafter set forth, and shall not include Federal or State Tax. All prices shall be for delivery, our destination, F.O.B. freight prepaid Winder, Georgia, unless otherwise shown herein. Firm prices shall include all associated costs as defined in the attached Specifications.

Liquidation Damages: **PROJECT COMPLETION WILL BE 550 CALENDAR DAYS FROM DATE OF THE NOTICE TO PROCEED.** Liquidated damages of One Hundred Fifty

Dollars (\$150.00) per day will be assessed for each day after completion date until project is completed.

**Security:** Accompany bid with a bid security in the amount of five percent (5%) of the bid. **The successful bidder will be required to submit to Barrow County a performance bond in the amount equal to one hundred percent (100%) and payment bond in the amount equal to one hundred ten percent (110%) of the total contract amount.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Georgia. **Only Barrow County bond forms will be accepted.**

**INQUIRIES:** Contractors **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer, or employees of Barrow County Elected Officers regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. **Questions relating to this RFB must be submitted in writing to: Cindy Clack, Purchasing Agent (email: [cclack@barrowga.org](mailto:cclack@barrowga.org)).** The deadline for submission of questions relating to this RFB shall be 5:00 p.m., November 21, 2014. All questions submitted in writing prior to the deadline will be compiled, answered in writing and posted to the website [www.barrowga.org](http://www.barrowga.org) as an addendum to the RFB.

**SEALED BID:** An original (un-bound) and two copies of the bid must be submitted in a sealed envelope/package, addressed to Owner. Each sealed envelope/package containing a bid must be plainly marked on the outside as **"RFB2015-3 – Off System Safety Improvement Project"**. If the bid is forwarded by mail, the sealed envelope/package containing the bid must be enclosed in another envelope/package to the attention of the Owner at the address previously given and also marked on the outside as **"RFB2015-3 – Off System Safety Improvement Project"**. The Owner will not be responsible for late mail deliveries and no bid will be accepted if received after the time as stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for the RFB opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.**

**EVENTS:** **Sealed bids will be accepted no later than 12:00 Noon, Thursday, December 4, 2014.** Any bid received after said time and date will not be considered by Owner. Bids will be opened in the Commission Meeting Room at 30 North Broad Street at 2:00 p.m., December 4, 2014. Bids will be reviewed and a recommendation will be presented to the Barrow County Board of Commissioners within sixty (60) days of bid opening.

**BIDS SHALL BE SUBMITTED TO:**  
**Barrow County Board of Commissioners**  
**Clerk's Office**  
**30 North Broad Street**  
**Winder, GA 30680**

**INSURANCE REQUIREMENTS:** The contractor selected for this project will be required to meet the insurance requirements stipulated in the Barrow County Agreement.

**AGREEMENT:** All submitting contractors are required to execute the Agreement included in this package to indicate the willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning contractor, the County will execute the Agreement. Please be advised that the contractor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. Exhibits B, D, E & G must be completed when submitting the bid.

**FORMAT:** An original (un-bound) and two copies of the bid are to be submitted. Each should include a cover page which should identify the RFB number, title, and the name of the company submitting the bid.

It is the responsibility bidder to ensure that all information in the bid is easily readable by Owner. Owner, at its sole discretion, may reject any bid which is unclear in any way.

**DOCUMENTS:** The following are included in this Request for Bids:

- Memo (1 Page)
- Request for Bid (5 Pages)
- Scope and Procedure (1 Page)
- Work Plan (84 Pages)
- DOT Agreement (45 pages)
- Bid Form (2 Pages)
- Bid Bond (2 Pages)
- Payment Bond (3 Pages)
- Performance Bond (3 Pages)
- Construction Agreement (80 Pages)
- Notice Of Award (1 Page)
- Notice To Proceed (1 Page)
- Barrow County Ethics Policy (30 Pages)

**DELIVERABLES:** The following are required in bid submittals:

- Bid Form (Submit One Original and Two Copies)
- Bid Security (Use Barrow County Form Only)
- Executed Agreement (As Stated Earlier)

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the bidding company shall be properly identified with their company's name and will become the property of the Owner when received.

**EVALUATION AND SELECTION:** Bids will be reviewed and one bid will be selected that, in the opinion of the Owner, is the lowest responsive and responsible bidder.

Barrow County reserves the right to reject any and all bids submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting bids. The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all bids. Where two or more companies are deemed equal, the County reserves the right to make the award to one of the companies. At the County's discretion, presentations may be requested as part of the evaluation process. Barrow County reserves the right to retain all bids submitted.

There is no expressed or implied obligation for Barrow County to reimburse any company for any expense incurred in preparing or presenting a bid in response to this RFB.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the bidding company selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by the Owner.

**WARRANTY:**

The contractor selected for this project will be required to provide the warranty services stipulated in the Barrow County Construction Services Agreement attached hereto and incorporated herein by reference.

**GDOT REQUIREMENT:**

Nondiscrimination: The County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or handicap/disability in consideration for an award.

**RFB2015-3 OFF SYSTEM SAFETY IMPROVEMENT PROJECT (PROJECT #FG061)  
SCOPE AND PROCEDURE**

The Scope and Procedure for this Project shall be the installation of the safety elements consisting of the placement of **standard road signs, roadway striping, stop lines and other pavement markings** as set forth in the WORK PLAN (84 Pages). The Contractor shall be responsible for providing all material and labor necessary for the completion of the Project as shown in the WORK PLAN and BID FORM.

The WORK PLAN sets out the scope of work for the Project.

The Contractor shall be responsible for assuring that all signs, striping and markings are installed per the current GDOT Signing & Marking and/or Manual on Uniform Traffic Control Devices (MUTCD) guidelines.

The Contractor shall be responsible for assuring that all material and labor used for this project is in compliance with current GDOT Construction Standards, Details, Specifications and Special Provisions.

Per Section 652 – Painting Traffic Stripe, of the GDOT Standard Specifications Construction of Transportation Systems, all paint items shall be reflectorized high build standard traffic line paint.

Per Section 653 – Thermoplastic Traffic Stripe, of the GDOT Standard Specifications Construction of Transportation Systems, all thermoplastic items shall be standard thermoplastic reflectorized pavement marking compound.

The Contractor shall be responsible for assuring that all Traffic Control complies with Section 150 of the current GDOT Standard Specifications Construction of Transportation Systems, The Manual on Uniform Traffic Control Devices (current edition) and/or GDOT Special Provisions and Standards & Details as they apply.

The Contractor shall comply with GA. Code Title 25, Section 9, “Georgia Utility Facility Protection Act”, CALL BEFORE YOU DIG 1-800-282-7411, prior to installation of sign posts.

The Contractor shall work with and coordinate with the County Engineering Department Manager for this Project.

All work on this project shall be in accordance with Plans, Special Provisions, and the 2013 edition of the Georgia Department of Transportation Georgia Standard Specifications, applicable Supplemental Specification, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall be prequalified and approved by GDOT.

# **WORK PLAN**

**PROJECT #**

**P.I. # 0013045**

## **BARROW COUNTY OFF-SYSTEM SAFETY PROJECT**

### **SCOPE OF WORK SIGNS, STRIPING, & STOP BARS**

05/10/2014

EXHIBIT A

WORK PLAN

**BARROW COUNTY**

**P.I. NO. 0013045**

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Proposed Work: Placement of Roadway Striping, Standard Road Signs, and Stop Bars at various locations in Barrow County.

**Note:** The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.

**Note:** The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.

**SAFETY ACTION PROJECT ROAD INFORMATION  
BARROW COUNTY  
P.I. NO. 0013045**

Priority	County Road Name	Inventory Number	From:	To:	Centerline	Edgelines	Stop Bars	Signs	Speed Limit (mph)	Total Right-of-Way	Total Pymt. Width	Total Length (miles)	3 Yr. GDOT Accident Totals	3 Yr. ADT -- Est. (GDOT/County)	3 Yr. GDOT Accident Rates	COMMENTS
1	Old Hog Mountain Road	47	SR 124	SR 211	X		X	X	45	60	19	2.73	13	658	661	
2	Bill Rutledge Road	96	Winder CL	Patrick Mill Road	X	X	X	X	45	80	20	3.16	19	960	572	
3	Atlanta Hwy	415	SR 8/53	W. Statham CL	X	X	X		55	60	24	4.51	12	8100	30	
4	Atlanta Hwy	414	E. Statham CL	Oconee Co Line	X	X			55	60	24	1.12	12	8100	121	
5	Than Skinner Road	3	Mulberry Road	Rockwell Ch Road	X	X	X	X	45-35	60	20	1.88	2	658	148	
6	Tanners Bridge Road	410	SR 81	SR 11	X	X	X	X	50	80	20	3.24	18	658	771	
7	County Line-Auburn Road	326	SR 211	Auburn CL	X	X	X	X	45	60	19-20	2.50	8	1100	266	
8	Mount Moriah Road	328	Auburn CL	Gwinnett Co Line	X	X		X	45	80	20	0.97	10	2540	371	
9	Pierce Road	32	Carl-Cedar Hill Rd	Bankhead Hwy	X	X	X	X	50	80	21	1.46	4	658	380	
10	Midland Avenue	169	Winder CL	SR 8	X	X	X	X	40-35	80	20	1.45	1	3260	19	
11	Chicken Lyle Road	8	Rockwell Church Rd	Mulberry Rd	X	X	X	X	50	80	21	2.20	13	658	820	
12	Matthews School Road	325	SR 8	SR 81	X	X	X		40-45	80	19-20	2.76	1	658	50	
13	Holsenbeck School Road	240	SR 11	Dunahoo Rd	X	X	X	X	30	80	21	1.15	10	658	1207	
14	Haymon Morris Road	92	Tom Miller Rd	Carl-Bethlehem Rd	X	X	X	X	40-35	60	21	1.60	1	1100	52	
15	Freeman Brock Road	59	County Line-Auburn Rd	Dee Kennedy Rd	X	X	X	X	40-35	60	20	1.07	11	1940	484	
16	Dee Kennedy Road	38	SR 211	Gwinnett Co Line	X	X	X	X	45	80	20	5.13	0	658	0	
17	Pleasant Hill Church Road	324	Atlanta Hwy	SR 11	X	X	X	X	50	80	20	6.13	5	1530	49	
18	Rockwell Church Road	4	SR 53	SR 11	X	X	X	X	45	80	21	2.76	39	6150	210	
	City Of Statham															
19	Atlanta Hwy/Broad St	84909	Statham City Limit	SR 211	X	X			45	60	24-36	0.99	30	8280	334	
20	Atlanta Hwy/Broad St	84809	SR 211	Statham City Limit	X	X	X		45	60	24-36	0.97	39	9250	397	
												47.78				



ROADWAY PROJECT SUMMARY SHEET

OFF-SYSTEM

SPECIAL PAVEMENT MARKINGS

COUNTY

PI#0013045 BARROW

Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Lane	Item Description	Qty	Action
1	Old Hog Mountain Road Traveling Eastbound	SR 124	0	W	STOP LINE	14 LF	REPLACE 10' FROM SR 124
			0.12	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			0.13	W	TP 2 WORD- STOP	1 EA	REPLACE
			0.41	E	TP 2 ARROWS	2 EA	REPLACE
			1.52	E	TP 2 ARROWS	2 EA	REPLACE
			2.01	W	TP 2 ARROWS	2 EA	REPLACE
			2.31	E	TP 2 ARROWS	2 EA	REPLACE
			2.64	E	TP 2 WORD- STOP	1 EA	REPLACE
			2.65	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.73	E	STOP LINE	23 LF	REPLACE
2	Bill Rutledge Rd Traveling Westbound	Winder CL	1.08	W	TP 2 WORD- STOP	1 EA	REPLACE
			1.09	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			1.13	W	TP 3A WORD- SCHOOL	1 EA	ADD
			1.16	W	STOP LINE	13 LF	REPLACE 18' FROM MATTHEWS SCH RD
			1.18	E	STOP LINE	11 LF	REPLACE 25' FROM MATTHEWS SCH RD
			1.25	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			1.26	E	TP 2 WORD- STOP	1 EA	REPLACE
			1.29	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.47	E	TP 3A WORD- SCHOOL	1 EA	ADD
			2.40	W	TP 2 WORD- STOP	1 EA	REPLACE
			2.41	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.53	W	STOP LINE	11 LF	REPLACE 41' FROM CARL BETHLEHEM RD
			2.56	E	STOP LINE	11 LF	REPLACE 30' FROM CARL BETHLEHEM RD
			2.65	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.66	E	TP 2 WORD- STOP	1 EA	REPLACE
			2.83	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			2.89	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			2.94	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			3.03	W	TP 2 WORD- STOP	1 EA	REPLACE
			3.03	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			3.16	W	STOP LINE	14 LF	REPL 12' FROM PATRICK MILL RD



Priority	Road Name	Beg. Point Milelog	Location Milelog	Lane	Item Description	Qty	Action
5	Than Skinner Road Traveling Southbound	Mulberry Road	0.00	N	STOP LINE	10 LF	REPLACE 9' FROM MULBERRY RD
			1.88	S	STOP LINE	21 LF	REPLACE 16' FROM ROCKWELL CH RD
6	Tanners Bridge Road Traveling Eastbound	SR 81	0.00	W	STOP LINE	16 LF	REPLACE 16' FROM SR 81
			.08-.14	W	RUMBLE STRIPS	3 EA	REPLACE
			0.09	W	TP 4 WORD-AHEAD	1 EA	REPLACE
			0.10	W	TP 2 WORD- STOP	1 EA	REPLACE
			0.66	E	TP 2 ARROWS	2 EA	REPLACE
			0.75	W	TP 2 ARROWS	2 EA	REPLACE
			1.08	E	TP 2 ARROWS	2 EA	REPLACE
			1.48	W	TP 2 ARROWS	2 EA	REPLACE
			1.90	E	TP 2 ARROWS	2 EA	REPLACE
			2.41	E	TP 2 ARROWS	2 EA	REPLACE
			2.44	W	TP 2 ARROWS	2 EA	REPLACE
			3.13	E	TP 2 WORD- STOP	1 EA	REPLACE
			3.14	E	TP 4 WORD- AHEAD	1EA	REPLACE
			3.24	E	STOP LINE	17 LF	REPLACE 28' FROM SR 11
7	County Line-Auburn Rd Traveling Southbound	SR 211	0.00	N	STOP LINE	12 LF	REPLACE 12' FROM SR 211
			0.08	N	TP 4 WORD-AHEAD	1 EA	REPLACE
			0.09	N	TP 2 WORD-STOP	1 EA	REPLACE
			0.35	N	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LN
			1.29	S	TP 2 WORD-STOP	1 EA	REPLACE
			1.30	S	TP 4 WORD-AHEAD	1 EA	REPLACE
			1.40	S	STOP LINE	10 LF	REPLACE 22' FROM DEE KENNEDY RD
			1.41	N	STOP LINE	11 LF	REPLACE 18' FROM DEE KENNEDY RD
			1.50	N	TP 4 WORD-AHEAD	1 EA	REPLACE
			1.51	N	TP 2 WORD-STOP	1 EA	REPLACE
			2.10	N&S	TRAFFIC STRIPE-YELLOW	300 SY	REPLACE
			2.12	S	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LN
			2.14	S	TRAFFIC STRIPE-WHITE	60 SY	REPLACE @ FREEMAN BROCK RD
			2.16	N	TP 2 ARROWS	2 EA	REPLACE IN LEFT TURN LN
			2.21	N&S	TRAFFIC STRIPE-YELLOW	352 SY	REPLACE

Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Lane	Item Description	Qty	Action
9	Pierce Road	Carl Cedar Hill Road	0.00	N	STOP LINE	14 LF	REPLACE 14' FROM CARL CEDAR HILL RD
	Traveling Southbound		1.46	S	STOP LINE	18 LF	REPLACE 26' FROM BANKHEAD HWY
10	Midland Avenue	Winder City Limit	0.59	W	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
	Traveling Eastbound		0.81	W	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.21-1.26	W&E	TRAFFIC STRIPE- YELLOW	176 SY	REPLACE
			1.26	W&E	TP 2 ARROWS	3 EA	REPLACE IN LEFT TURN LN
			1.27-1.31	W&E	TRAFFIC STRIPE- YELLOW	200 SY	CENTERLINE HATCHING
			1.29	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.31	E	RXR SYMBOL	2 EA	REPLACE
			1.32	W&E	TP 2 ARROWS	2 EA	REPLACE IN LEFT TURN LN
			1.33	W&E	TP 2 ARROWS	2 EA	REPLACE IN LEFT TURN LN
			1.34-1.38	W&E	TRAFFIC STRIPE- YELLOW	200 SY	REPLACE AT ISLAND
			1.36	E	STOP LINE	24 LF	REPLACE AT R10-6 SIGN
11	Chicken Lyle Road	Rockwell Church Road	0.00	S	STOP LINE	12 LF	REPLACE 10' FROM ROCKWELL CHURCH RD
	Traveling Northbound		1.00	S	2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.58	N	2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			2.20	N	STOP LINE	12 LF	REPLACE 10' FROM MULBERRY RD
12	Matthews School Rd	SR 8	0.00	E	STOP LINE	27 LF	REPLACE 9' FROM SR 8
	Traveling Eastbound		0.15	W	TP 4 WORD-AHEAD	1 EA	REPLACE
			0.16	W	TP 2 WORD-STOP	1EA	REPLACE
			0.33	E	TP 2 WORD-STOP	1EA	REPLACE
			0.34	E	TP 4 WORD-AHEAD	1 EA	REPLACE
			0.46	E	STOP LINE	21 LF	REPLACE 17' FROM PATRICK MILL RD
			0.47	W	STOP LINE	15 LF	REPLACE 30' FROM PATRICK MILL RD
			0.56	W	TP 4 WORD-AHEAD	1 EA	REPLACE
			0.57	W	TP 2 WORD-STOP	1 EA	REPLACE
			0.92	W	TP 2 ARROWS	2 EA	REPLACE
			1.22	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LN
			1.37	E	TP 4 WORD-AHEAD	1 EA	REPLACE
			1.38	E	TP 2 WORD-STOP	1 EA	REPLACE
			1.41	E	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LN

Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Lane	Item Description	Qty	Action
12	Matthews School Rd Traveling Eastbound (cont.)	SR 8	1.46	E	TP 3A WORD-SCHOOL	1 EA	ADD
			1.48	E	STOP LINE	9 LF	REPLACE 23' FROM BILL RUTLEDGE RD
			1.49	W	STOP LINE	12 LF	REPLACE 24' FROM BILL RUTLEDGE RD
			1.57	W	TP 4 WORD-AHEAD	1 EA	REPLACE
			1.58	W	TP 2 WORD-STOP	1 EA	REPLACE
			1.63	E	TP 2 ARROWS	3 EA	REPLACE IN RIGHT TURN LN
			1.73	E	TP 2 ARROWS	2 EA	ADD
			1.87	E	TP 2 ARROWS	2 EA	ADD
			1.96	W	TP 3A WORD-SCHOOL	1 EA	ADD
			2.15	W	TP 2 ARROWS	2 EA	ADD
			2.25	E	TP 2 ARROWS	2 EA	ADD
13	Holsenbeck School Road Traveling Southbound	SR 11	0.05	N	TP 4 WORD-AHEAD	1 EA	ADD
			0.06	N	TP 2 WORD-STOP	1 EA	ADD
			0.07	S	TP 3A WORD-SCHOOL	1 EA	ADD
			0.11	N	TP 2 ARROWS	3 EA	REPLACE IN RIGHT TURN LANE
			0.18	S/N	THERMO TRAF STRIPE	120 LF	INSTALL CROSSWALK
			0.37	N	TP 3A WORD-SCHOOL	1 EA	ADD
			0.38	S	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.15	S	STOP LINE	17 LF	REPLACE 19' FROM DUNHOOD RD
14	Hayman Morris Road Traveling Eastbound	Tom Miller Road	0.00	W	STOP LINES	15 LF	REPLACE 23' FROM TOM MILLER RD
			0.00	W	STOP LINES	12 LF	REPLACE 30' FROM TOM MILLER RD
			0.03	E	TP 3A WORD-SCHOOL	1 EA	INSTALL
			0.00-0.04	W	TP 2 ARROW	3 EA	REPLACE IN RIGHT TURN LANE
			0.04-0.07	W	TRAFFIC STRIPE - WHITE	95 SY	REPLACE
			0.04-0.08	W/E	TRAFFIC STRIPE - YELLOW	141 SY	REPLACE-APPROACHING CENTER TURN LN
			0.09	W/E	TP 2 ARROW	2 EA	REPLACE-CENTER TURN LN
			0.12	E	TP 2 ARROW	4 EA	REPLACE
			0.18	E	TP 2 ARROW	5 EA	REPLACE
			0.19	W/E	TP 2 ARROW	2 EA	REPLACE-CENTER TURN LN
			0.28	W/E	TP 2 ARROW	2 EA	REPLACE-CENTER TURN LN
			0.38	W/E	TP 2 ARROW	2 EA	REPLACE-CENTER TURN LN
			0.41	E	TP 2 ARROW	3 EA	REPLACE
			0.43	E	TRAFFIC STRIPE - WHITE	40 SY	SCHOOL DRIVE
			0.47	E	TP 2 ARROW	8 EA	REPLACE
			0.47	W/E	TP 2 ARROW	2 EA	REPLACE-CENTER TURN LN
			0.47	W	TP 2 ARROW	2 EA	REPLACE



Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Lane	Item Description	Qty	Action
17	Pleasant Hill Road	Atlanta Hwy	0.00	E	STOP LINE	23 LF	REPLACE 4' FROM ATLANTA HWY
	Traveling Westbound		0.01	W	STOP LINE	16 LF	REPLACE 13' FROM RR GATE
			0.04	E	STOP LINE	10 LF	REPLACE 8' FROM RR GATE
			0.10	E	RAILROAD SYMBOL	1 EA	REPLACE
			0.11	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			0.12	E	TP 2 WORD- STOP	1 EA	REPLACE
			1.10	W	TP 2 ARROWS	2 EA	REPLACE IN RIGHT TURN LANE
			1.80	W	TP 2 WORD- STOP	1 EA	REPLACE
			1.81	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.02	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.03	E	TP 2 WORD- STOP	1 EA	REPLACE
			2.06	E	TP 2 ARROWS	2 EA	REPLACE
			2.44	W	TP 2 WORD- STOP	1 EA	REPLACE
			2.45	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.54	W	STOP LINE	10 LF	REPLACE 14' FROM BOWMAN MILL RD
			2.56	E	STOP LINE	13 LF	REPLACE 20' FROM BOWMAN MILL RD
			2.64	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			2.65	E	TP 2 WORD- STOP	1 EA	REPLACE
			3.31	W	TP 2 ARROWS	2 EA	REPLACE
			3.54-3.61	W	RUMBLE STRIPS	3 EA	REPLACE
			3.55	W	TP 2 WORD- STOP	1 EA	REPLACE
			3.56	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			3.67	W	TP 2 WORD- STOP	1 EA	REPLACE
			3.68	W	STOP LINE	15 LF	REPLACE 16' FROM SR 211
			3.69	E	STOP LINE	27 LF	REPLACE 15' FROM SR 211
			3.77-3.86	E	RUMBLE STRIPS	3 EA	REPLACE
			3.84	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			3.85	E	TP 2 WORD- STOP	1 EA	REPLACE
			4.94	W	TP 2 WORD- STOP	1 EA	REPLACE
			4.95	W	TP 4 WORD- AHEAD	1 EA	REPLACE
			5.04	W	STOP LINE	10 LF	REPLACE 19' FROM HANCOCK BRIDGE RD
			5.06	E	STOP LINE	12 LF	REPLACE 15' FROM HANCOCK BRIDGE RD
			5.15	E	TP 4 WORD- AHEAD	1 EA	REPLACE
			5.16	E	TP 2 WORD- STOP	1 EA	REPLACE
			5.98	W	TP 2 WORD- STOP	1 EA	REPLACE
			5.99	W	TP 4 WORD- AHEAD	1 EA	REPLACE





**OFF-SYSTEM  
SIGN INVENTORY  
BARROW COUNTY**

PI#0013045

Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Sign Faces (Direction)	Sign Code	Size	Qty	Action	Tp 3 Sheeting Sq. Ft.	Tp 9 Sheeting Sq. Ft.	Tp 11 Sheeting Sq. Ft.	No. Posts
1	Old Hog Mountain Road	SR 124	0.00	LT	E	R1-1	36 X 36	1	REPLACE			9.0	1
	Traveling Eastbound		0.06	RT	W	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			0.10	RT	W	W2-2L	30 X 30	1	REPLACE		6.5		1
			0.10	RT	W	W13-1(25)	18 X 18	1	REPLACE UNDER W2-2L		2.5		1
			0.12	LT	E	W3-1	36 X 36	1	REPLACE		9.0		1
			0.13	RT	W	W1-2L	30 X 30	1	ADD		6.5		1
			0.13	RT	W	W13-1(35)	18 X 18	1	ADD UNDER W1-2L		2.5		1
			0.30	RT	W	W1-4L	30 X 30	1	ADD		6.5		1
			0.30	RT	W	W13-1(35)	18 X 18	1	ADD UNDER W1-4L		2.5		1
			0.30	LT	E	W1-2L	30 X 30	1	ADD		6.5		1
			0.30	LT	E	W13-1(35)	18 X 18	1	ADD UNDER W1-2L		2.5		1
			0.34	RT	W	W2-2R	30 X 30	1	REPLACE		6.5		1
			0.41	RT					WYNTER CREEK DR				
			0.53	LT	E	W2-2L	30 X 30	1	REPLACE		6.5		1
			0.56	LT	E	W1-4L	30 X 30	1	ADD		6.5		1
			0.56	LT	E	W13-1(35)	18 X 18	1	ADD UNDER W1-4L		2.5		1
			0.60	RT					TRAVIS DR				
			0.66	RT	W	W2-2L	30 X 30	1	ADD		6.5		1
			0.67	LT	E	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			0.68	RT	W	W1-4L	30 X 30	1	ADD		6.5		1
			0.68	RT	W	W13-1(35)	18 X 18	1	ADD UNDER W1-4L		2.5		1
			0.69	RT					VICTRON DR				
			0.74	LT					OLD VICTRON SCH RD				
			0.74	RT	N	W1-7	24 X 48	1	REPLACE ACROSS FROM OLD VICTRON SCH RD		8.0		1
			0.74	RT	N	OM3-L&R	18 X 24	2	REPLACE ACROSS FROM OLD VICTRON SCH RD				
			0.78	RT	W	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			0.78	LT	E	W2-2R	30 X 30	1	ADD		6.5		1
			0.95	LT	E	W1-4L	30 X 30	1	ADD		6.5		1
			0.95	LT	E	W13-1(35)	18 X 18	1	ADD UNDER W1-4L		2.5		1
									PAGE TOTALS	15	106	9.0	17

NOTE: ALL SIGN LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON FIELD CONDITIONS, THE MUTCD, AND/OR THE SPONSOR ENGINEER'S DISCRETION



Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Sign Faces (Direction)	Sign Code	Size	Qty	Action	Tp 3 Sheeting Sq. Ft.	Tp 9 Sheeting Sq. Ft.	Tp 11 Sheeting Sq. Ft.	No. Posts
2	Bill Rutledge Road	Winder City Limits	0.04	RT	E	R2-1(45)	24 x 30	1	REPLACE	5.0			1
	Traveling Westbound		0.06	RT	E	W1-2R	30 X 30	1	REPLACE		6.5		1
			0.06	RT	E	W13-1(25)	24 x 30	1	REPL UNDER W1-2R		2.5		1
			0.06	LT	W	W1-2R	30 X 30	1	REPLACE		6.5		1
			0.06	LT	W	W13-1(25)	24 x 30	1	REPL UNDER W1-2R		2.5		1
			0.27	LT	W	W1-2L	30 X 30	1	REPLACE		6.5		1
			0.27	LT	W	W13-1(25)	24 x 30	1	ADD UNDER W1-2L		2.5		1
			0.38	LT	E				WHISPERING WAY				
			0.41	RT	E	W2-2R	30 X 30	1	ADD		6.5		1
			0.48	RT	E				ED HOGAN RD				
			0.54	RT	E	W1-2L	30 X 30	1	ADD		6.5		1
			0.67	LT	W	W1-2R	30 X 30	1	ADD		6.5		1
			0.74	RT	E	W1-2L	30 X 30	1	REPLACE		6.5		1
			0.99	LT	W	W1-2R	30 X 30	1	REPLACE		6.5		1
			1.08	RT	E	W3-1	30 X 30	1	REPLACE		6.5		1
			1.10	LT	W	R2-1(45)	24 x 30	1	REPLACE	5.0			1
			1.13	RT	E	S1-1(FYG)	30 X 30	1	REPLACE		6.0		1
			1.13	RT	E	S4-3P(FYG)	12 X 24	1	REPLACE		2.0		1
			1.15	LT	W	S5-2	24 X 30	1	REPLACE				1
			1.16	LT&RT	E	R1-1	30 X 30	2	REPLACE			6.5	1
			1.16	LT&RT	E	R1-3P	6 X 18	2	ADD			1.0	1
			1.16	LT&RT	E			2	REMOVE 4-WAY SIGN				
			1.17	LT&RT	E			2	MATTHEWS SCHOOL RD				
			1.18	LT&RT	E	R1-1	30 X 30	2	REPLACE			6.5	1
			1.18	LT&RT	E	R1-3P	6 X 18	2	ADD			1.0	1
			1.18	LT&RT	E			2	REMOVE 4-WAY SIGN				
			1.19	RT	E	S4-3P(FYG)	12 X 24	1	REPLACE		2.0		1
			1.19	RT	E	R2-1(35)	24 x 30	1	REPLACE	5.0			1
			1.19	RT	E	S4-1P(FYG)	10 X 24	1	REPLACE-6:45-8:30AM 2:00-4:30PM		2.0		1
			1.22	RT	E	W1-5	30 X 30	1	REMOVE				1
			1.22	RT	E	W1-2R	30 X 30	1	REPLACE		6.5		1
			1.22	RT	E	W13-1(35)	18 X 18	1	REPLACE		2.5		1
									PAGE TOTALS	20.0	87.0	15.0	19

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Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Sign Faces (Direction)	Sign Code	Size	Qty	Action	Tp 3 Sheeting Sq. Ft.	Tp 9 Sheeting Sq. Ft.	Tp 11 Sheeting Sq. Ft.	No. Posts
5	Than Skinner Road	Mulberry Road	1.77	RT	N	W3-1	30 X 30	1	REPLACE		6.5		1
	Traveling Southbound		1.77	LT	S	W1-2R	30 X 30	1	REMOVE				
	(cont.)		1.85	LT	S	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			1.87	RT	N	R1-1	30 X 30	1	REPLACE			6.5	1
			1.88						END @ ROCKWELL CHURCH RD				
6	Tanners Bridge Road	SR 81	0.00	RT&LT	E	R1-1	36 X 36	2	REPLACE			18.0	2
	Traveling Eastbound		0.04	RT	W	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			0.09	RT&LT	E	W3-1	36 X 36	2	REPLACE		18.0		2
			0.45	LT					BETHEL BROWN RD				
			0.45	RT	N	W1-7	24 X 48	1	REPLACE		8.0		1
			0.45	RT	N	OM3-L&R	12 X 36	2	REPLACE				
			0.45	RT	N	OM4-3	18 X 18	2	REPLACE UNDER OM3-L&R		5.0		
			0.60	RT	W	W2-2R	30 X 30	1	REPLACE		6.5		1
			0.68	RT	E&W	R8-3	24 X 24	2	REPLACE BK TO BK	8.0			1
			0.70	RT					COACH HOUSE LN				
			0.72	LT					MILL CRK RD				
			0.74	LT	E&W	R8-3	24 X 24	2	REPLACE BK TO BK	8.0			1
			0.77	LT	E	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			0.81	LT	E	W2-2R	30 X 30	1	REPLACE		6.5		1
			0.83	LT					DRAKE RD				
			0.96	RT	W	W2-8R	30 X 30	1	ADD		6.5		1
			0.97	RT	W	W2-8R	30 X 30	1	REMOVE				
			0.98	RT	W	W1-2L	30 X 30	1	REPLACE		6.5		1
			1.05	RT	E&W	R8-3	24 X 24	2	REPLACE BK TO BK	8.0			1
			1.08	RT					CARRIAGE DR				
			1.14	RT					TANNERS BRIDGE CIR				
			1.17	LT	E	W1-2R	30 X 30	1	REPLACE		6.5		1
			1.23	LT	E	W2-8L	30 X 30	1	REPLACE		6.5		1
			1.37	RT	W	W2-2L	30 X 30	1	REPLACE		6.5		1
			1.45	RT	W	W2-2R	30 X 30	1	REPLACE		6.5		1
			1.48	LT					COVENANT ST				
			1.56	RT					TANNERS BRIDGE CIR				
									PAGE TOTALS	39.0	89.5	24.5	21

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Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Sign Faces (Direction)	Sign Code	Size	Qty	Action	Tp 3 Sheeting Sq. Ft.	Tp 9 Sheeting Sq. Ft.	Tp 11 Sheeting Sq. Ft.	No. Posts
8	Mount Moriah Road	Auburn City Limit	0.11	RT	E	R2-1(45)	24 X 30	1	REPLACE	5.0			1
	Traveling Westbound		0.14	RT&LT	E&W	OM3-L&R	18 X 36	4	ADD BK TO BK				
			0.27	RT	E	W2-1	30 X 30	1	ADD	6.5			1
			0.35	X-ING					CRONIC TOWN ROAD				
			0.37	RT	E	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			0.43	LT	W	W2-1	30 X 30	1	ADD		6.5		1
			0.54	RT	E	S3-1(FYG)	30 X 30	1	REPLACE		6.5		1
			0.54	RT	E	W13-1(25)	18 X 18	1	REPLACE		2.5		1
			0.80	RT&LT	E&W	OM3-L&R	18 X 36	4	ADD BK TO BK				
			0.96	LT	W	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			0.97						END @ GWINNETT CO LINE				
9	Pierce Road	Carl Cedar Hill Rd	0.00	LT	S	R1-1	30 X 30	1	REPLACE			6.5	1
	Traveling Southbound		0.02	RT	N	R5-2	24 X 24	1	REPLACE		4.0		1
			0.03	RT	N	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			0.07	LT					CEDAR RIDGE DR				
			0.10	RT	N	W1-2L	30 X 30	1	ADD		6.5		1
			0.10	RT	N	W13-1(40)	18 x 18	1	ADD		2.5		1
			0.13	LT	S	W3-1	36 X 36	1	REPLACE		9.0		1
			0.22	LT	S	W1-2R	30 X 30	1	ADD		6.5		1
			0.22	LT	S	W13-1(40)	18 x 18	1	ADD		2.5		1
			0.44	RT	N	W11-7	30 X 30	1	REPLACE		6.5		1
			0.55	RT	N	W1-5	30 X 30	1	REPLACE		6.5		1
			0.55	RT	N	W13-1(35)	18 x 18	1	REPLACE		2.5		1
			0.64	LT	S	W11-7	30 X 30	1	REPLACE		6.5		1
			1.00	LT	S	W1-5	30 X 30	1	REPLACE		6.5		1
			1.00	LT	S	W13-1(35)	18 x 18	1	REPLACE		2.5		1
			1.08	RT	N	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			1.35	RT	N	W3-1	36 X 36	1	REPLACE		9.0		1
			1.38	LT	S	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			1.45	LT	S	R5-2	24 X 24	1	REPLACE		4.0		1
			1.46	RT	N	R1-1	30 X 30	1	REPLACE		6.5		1
			1.46						END @ BANKHEAD HWY				
									PAGE TOTALS	30.0	97.0	13.0	21

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Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Eng Direction	Sign Code	Size	Qty	Action	Tp 3 Sheeting Sq. Ft.	Tp 9 Sheeting Sq. Ft.	Tp 11 Sheeting Sq. Ft.	Sq. Ft. ON
11	Chicken Lyle Road	Rockwell Church Rd	0.00	LT	N	R1-1	30 X 30	1	REPLACE			6.5	1
	Traveling Northbound		0.02	RT	S	S3-1(FYG)	30 X 30	1	REPLACE		6.5		1
			0.04	RT	S	W1-4R	30 X 30	1	ADD		6.5		1
			0.07	RT	S	R2-1(50)	18 X 24	1	REPLACE	5.0			1
			0.17	LT	N	W3-1	36 X 36	1	REPLACE		9.0		1
			0.27	LT	N	W1-4R	30 X 30	1	ADD		6.5		1
			0.29	LT	N	S3-1(FYG)	30 X 30	1	REPLACE		6.5		1
			0.49	RT	S	W1-4R	30 X 30	1	ADD		6.5		1
			0.73	LT	N	W1-4R	30 X 30	1	ADD		6.5		1
			0.76	LT					OLDEN WAY				
			0.88	RT	S	W2-2L	30 X 30	1	REPLACE		6.5		1
			0.89	RT					MADDOX ROAD				
			0.99	LT					LINCOLN DRIVE				
			1.08	LT	N	W2-2R	30 X 30	1	REPLACE		6.5		1
			1.15	LT&RT	S	OM3-L&R	12 X 36	2	REPLACE				
			1.16	LT&RT	N	OM3-L&R	12 X 36	2	REPLACE				
			1.30	RT	S	W1-4L	30 X 30	1	REMOVE				
			1.40	RT	S	W1-5L	30 X 30	1	REPLACE		6.5		1
			1.40	RT	S	W13-1(35)	18 X 18	1	REPL UNDER W1-5L		2.5		1
			1.49	RT	S	W2-2R	30 X 30	1	REPLACE		6.5		1
			1.45-1.50	RT	N&S	W1-8	18 X 24	10	ADD BK TO BK RT SHLD		30.0		5
			1.55	LT	S	OM3-L	12 X 36	1	REPLACE				
			1.56	LT	N	OM3-R	12 X 36	1	REPLACE				
			1.60	RT					HAW CREEK TR				
			1.67	LT	N	W2-2L	30 X 30	1	REPLACE		6.5		1
			1.68	LT	N	W1-5R	30 X 30	1	REMOVE				
			1.68	LT	N	W13-1(35)	18 X 18	1	REMOVE				
			1.69	LT	N	W1-5R	30 X 30	1	ADD		6.5		1
			1.69	LT	N	W13-1(35)	18 X 18	1	ADD UNDER W1-5R		2.5		1
			1.73	RT					JOES TR				
			1.80	LT	N	W2-2L	30 X 30	1	REPLACE		6.5		1
			2.09	RT	S	W3-1	36 X 36	1	REPLACE		9.0		1
			2.09	LT	N	R2-1(50)	24 X 30	1	REPLACE	5.0			1
			2.12	RT					MULBERRY TR				
			2.20	RT	S	R1-1	30 X 30	1	REPLACE			6.5	1
			2.20						END @ MULBERRY RD				
									PAGE TOTALS	10.0	137.5	13.0	24

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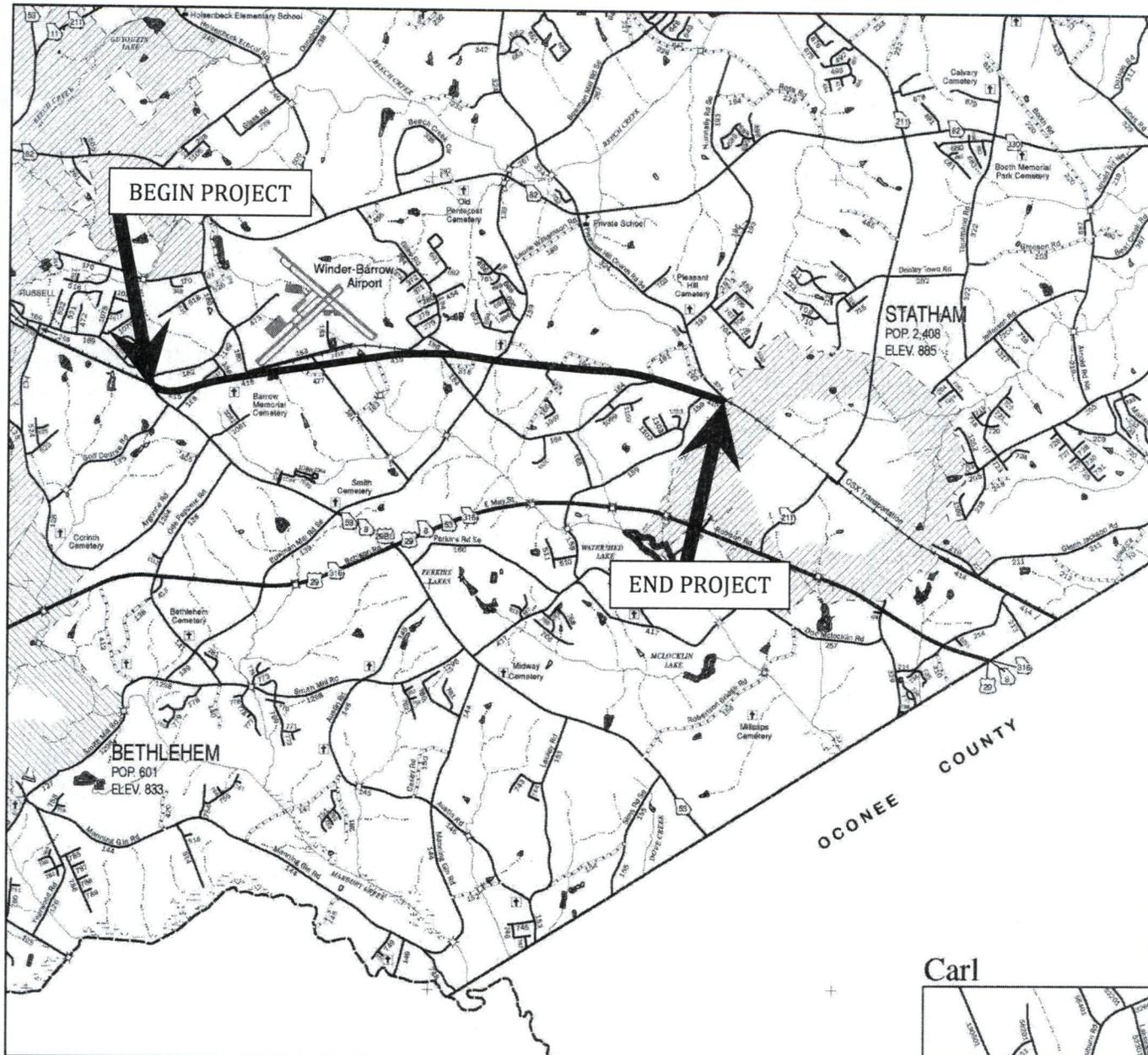
Priority	Road Name	Beg. Point Milelog 0.00	Location Milelog	Road Side	Sign Faces (Direction)	Sign Code	Size	Qty	Action	TP 3 Sheeting Sq. Ft.	TP 9 Sheeting Sq. Ft.	TP 11 Sheeting Sq. Ft.	No. Posts
18	Rockwell Church Road	SR 53	0.02	RT	W	R2-1(45)	24 X 30	1	REPLACE	5.0			1
	Traveling Eastbound		0.06	LT	E	W3-3	36 X 36	1	REPLACE		9.0		1
			0.06	LT	E				REINSTALL SR 53 PLATE				
			0.22	RT	W	W1-5R	30 X 30	1	REPLACE		6.5		1
			0.73	LT	E	W1-5L	30 X 30	1	ADD		6.5		1
			0.74	RT	W	S3-1(FYG)	30 X 30	1	REPLACE		6.5		1
			0.78	RT	W	W1-2L	30 X 30	1	REPLACE		6.5		1
			0.78	RT	W	W13-1(30)	18 X 18	1	REPLACE		2.5		1
			.84-.93	RT	E/W	W1-8	18 X 24	8	REPL BACK TO BACK RT SHLD		24.0		4
			0.95	LT	E	S3-1(FYG)	30 X 30	1	REPLACE		6.5		1
			0.96	RT	W	W1-1R	30 X 30	1	REPLACE		6.5		1
			0.96	RT	W	W13-1(25)	18 X 18	1	REPLACE UNDER W1-1R		2.5		1
			0.98	LT	E	W1-2R	30 X 30	1	REPLACE		6.5		1
			0.98	LT	E	W13-1(30)	18 X 18	1	REPLACE UNDER W1-2R		2.5		1
			1.02	RT	W	W1-1aR(25)	30 X 30	1	REPLACE		6.5		1
			1.05	LT	W/E	W1-8	18 X 24	2	REPLACE BACK TO BACK		6.0		1
			1.07	LT	W	W13-1(25)	18 X 18	1	REPLACE UNDER W1-8		2.5		1
			1.07	LT	E	R2-1(45)	24 X 30	1	REPLACE	5.0			1
			1.08	LT	W/E	W1-8	18 X 24	2	REPLACE		6.0		1
			1.10	LT	W/E	W1-8	18 X 24	2	REPLACE AS IN FIELD		6.0		1
			1.10	LT					MOON BRIDGE RD				
			1.12	LT	W/E	W1-8	18 X 24	2	REPLACE BACK TO BACK		6.0		1
			1.12	LT	W	W13-1(25)	18 X 18	1	REPLACE UNDER W1-8		2.5		1
			1.13	LT/RT	E/W	OM3-R	12 X 36	2	ADD				
			1.16	LT	E	W1-1aL(25)	30 X 30	1	REPLACE		6.5		1
			1.23	LT	E	W1-1L	30 X 30	1	REPLACE		6.5		1
			1.23	LT	E	W13-1(25)	18 X 18	1	REPLACE UNDER W1-1R		2.5		1
			1.34	RT	W	W2-1L	30 X 30	1	REPLACE		6.5		1
			1.45	LT					CRYSTAL MEADOW				
			1.46	LT	S	W1-7	36 X 18	1	REPL ACROSS FROM PENDERGRASS RD		4.5		1
			1.46	LT	S	OM3-R&L	12 X 36	2	REPLACE NEXT TO W1-7				
			1.46	LT	E/W	R8-3	24 X 24	2	REPLACE	8.0			1
									PAGE TOTALS	18.0	148.0	0.0	24

NOTE: ALL SIGN LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE BASED ON FIELD CONDITIONS, THE MUTCD, AND/OR THE SPONSOR ENGINEER'S DISCRETION

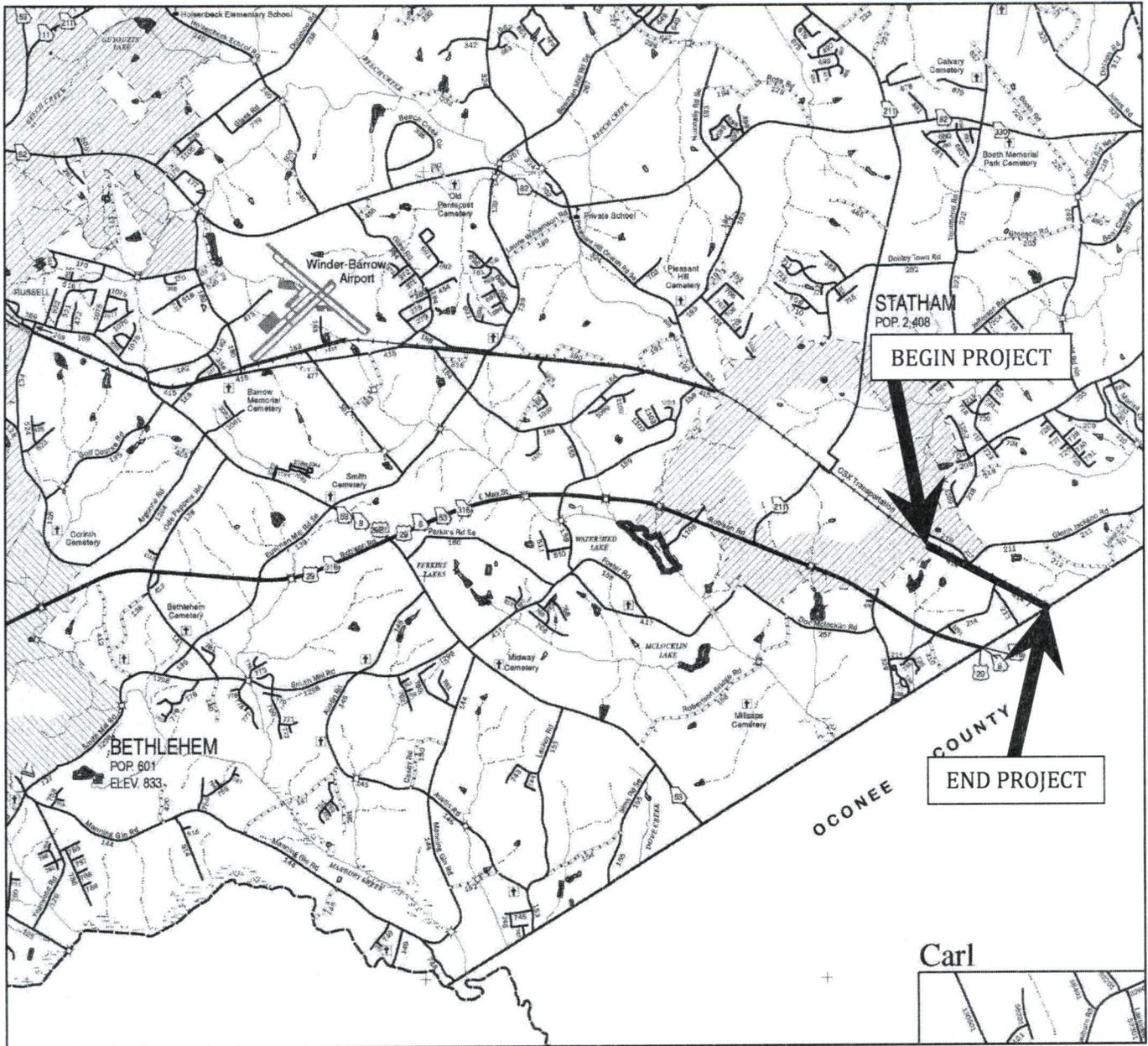




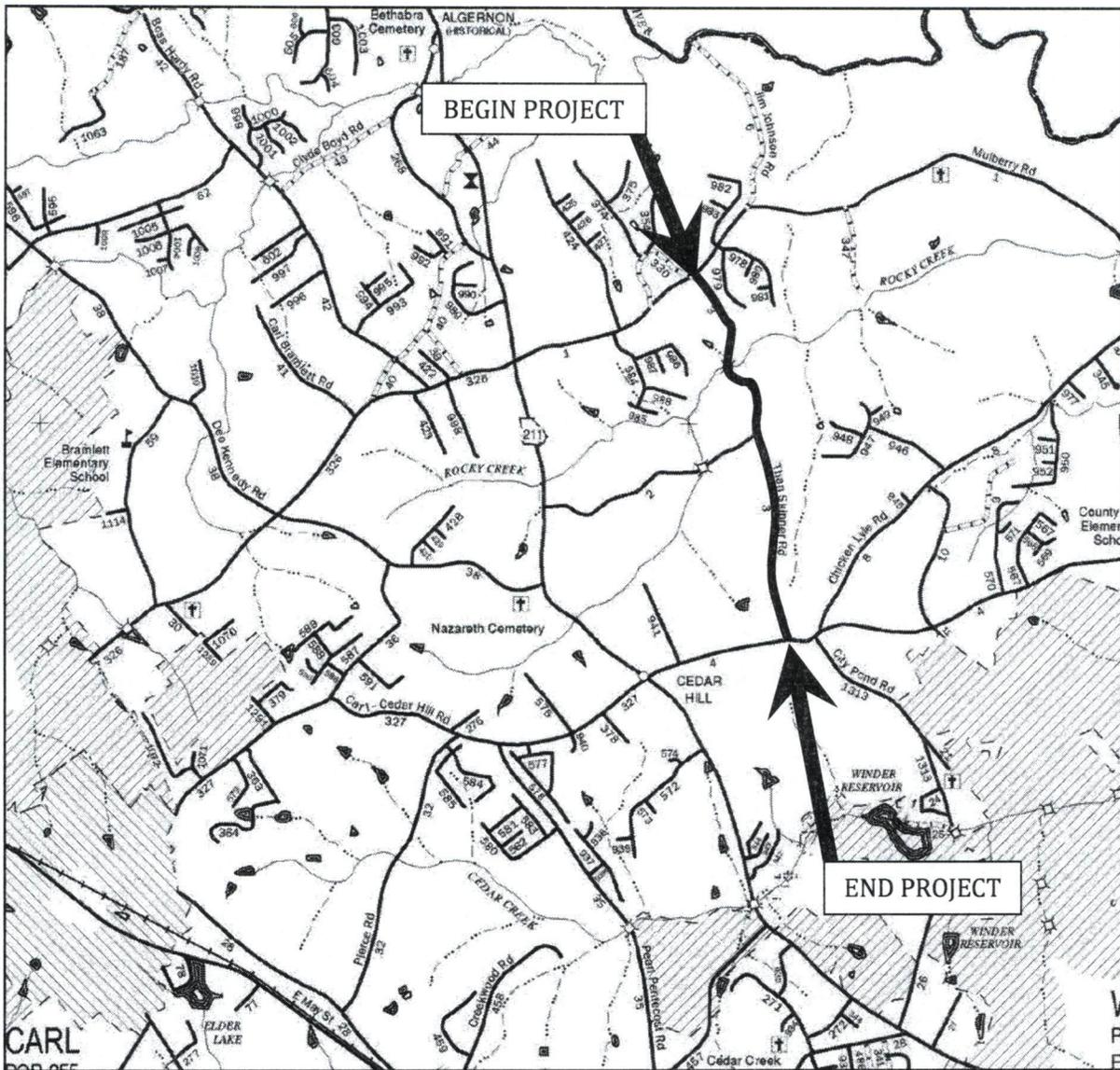




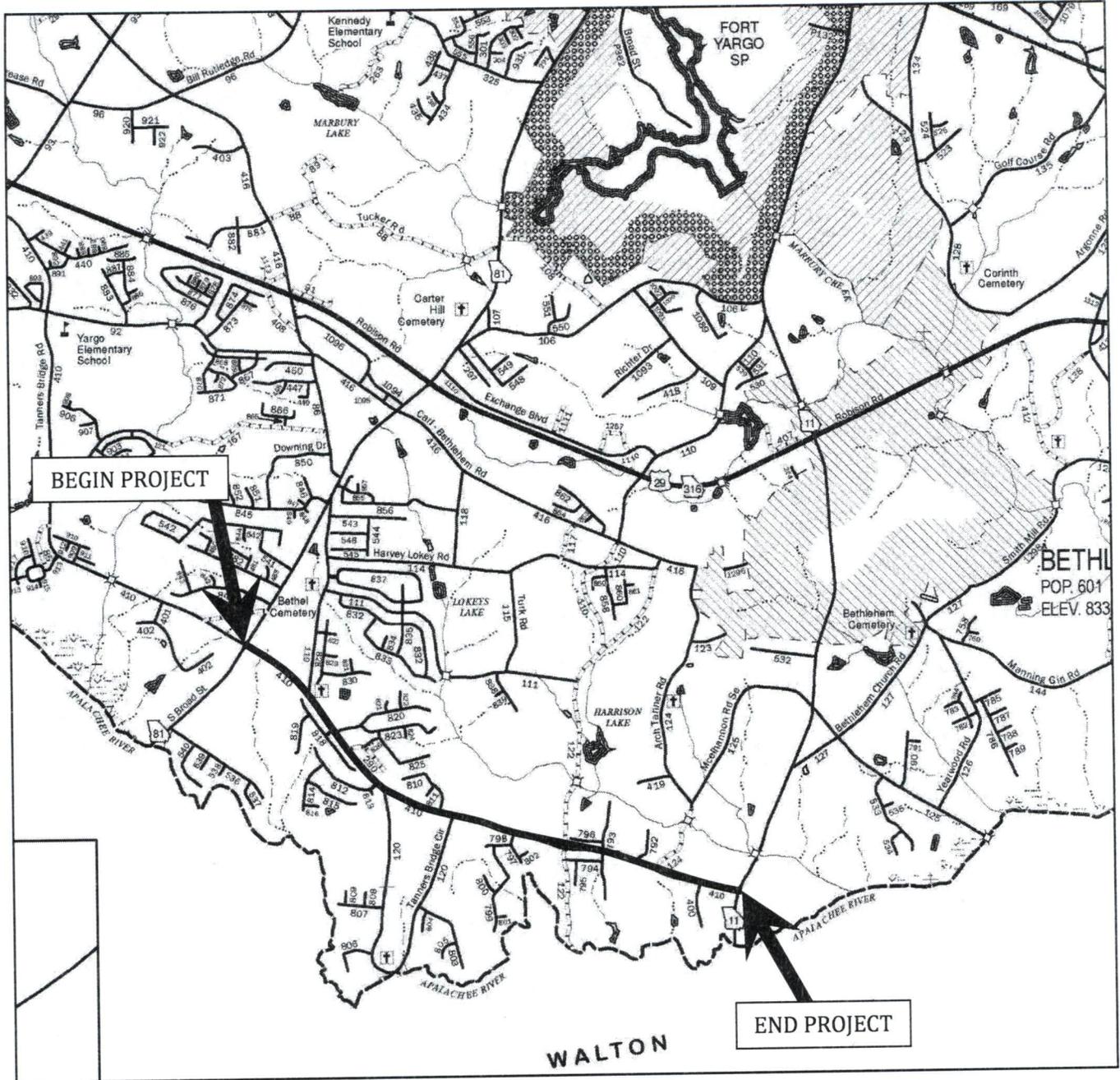
**Barrow County**  
**# 3**  
**Atlanta Hwy / CR 415**  
**(from SR 53 to Statham City Limits)**



**Barrow County**  
**# 4**  
**Atlanta Hwy / CR 414**  
**(from Statham City Limits to Oconee County line)**



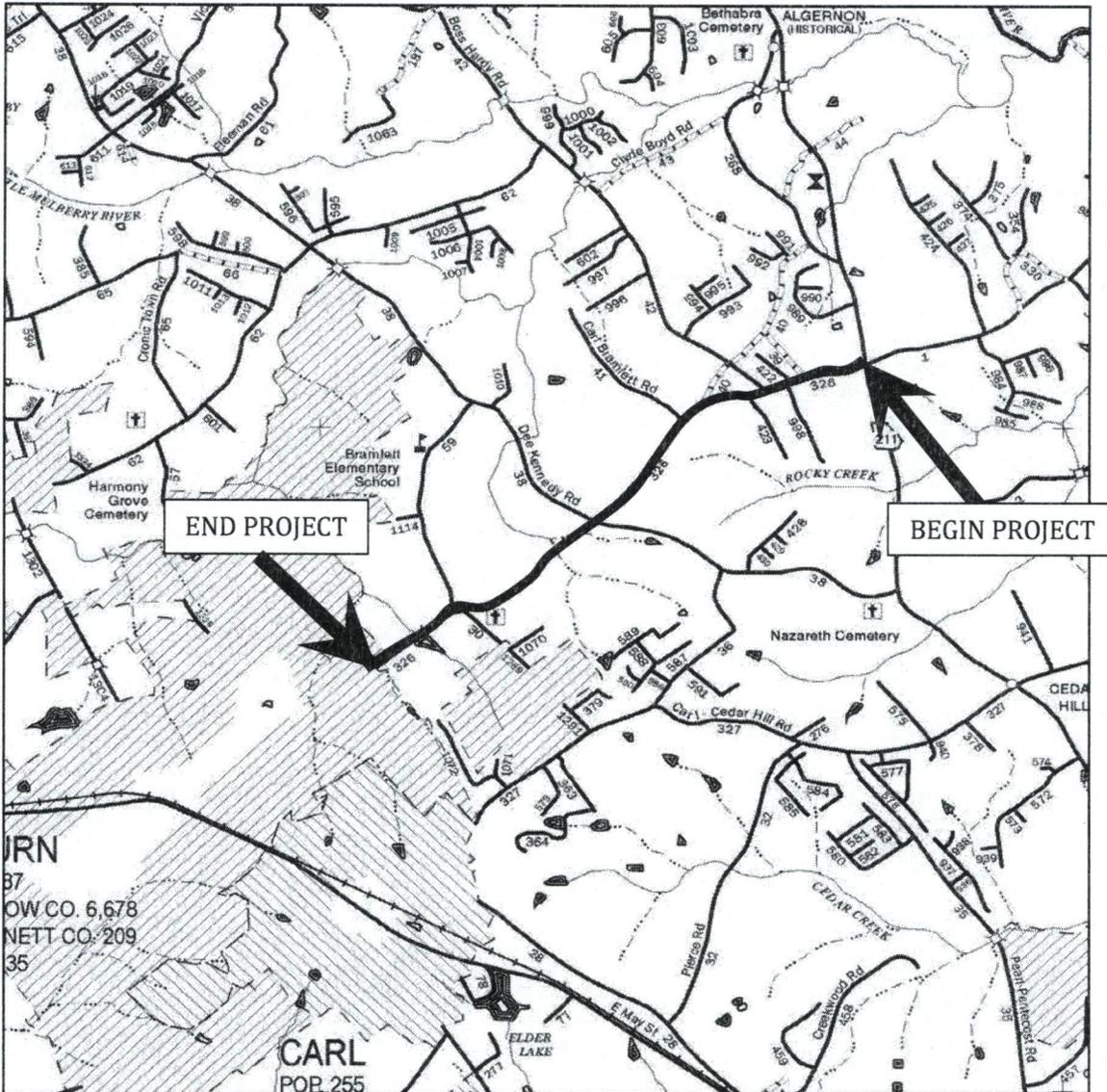
**Barrow County**  
**# 5**  
**Than Skinner Road / CR 3**  
**(from Mullberry Rd. to Rockwell Church Rd.)**



**Barrow County**

**# 6**

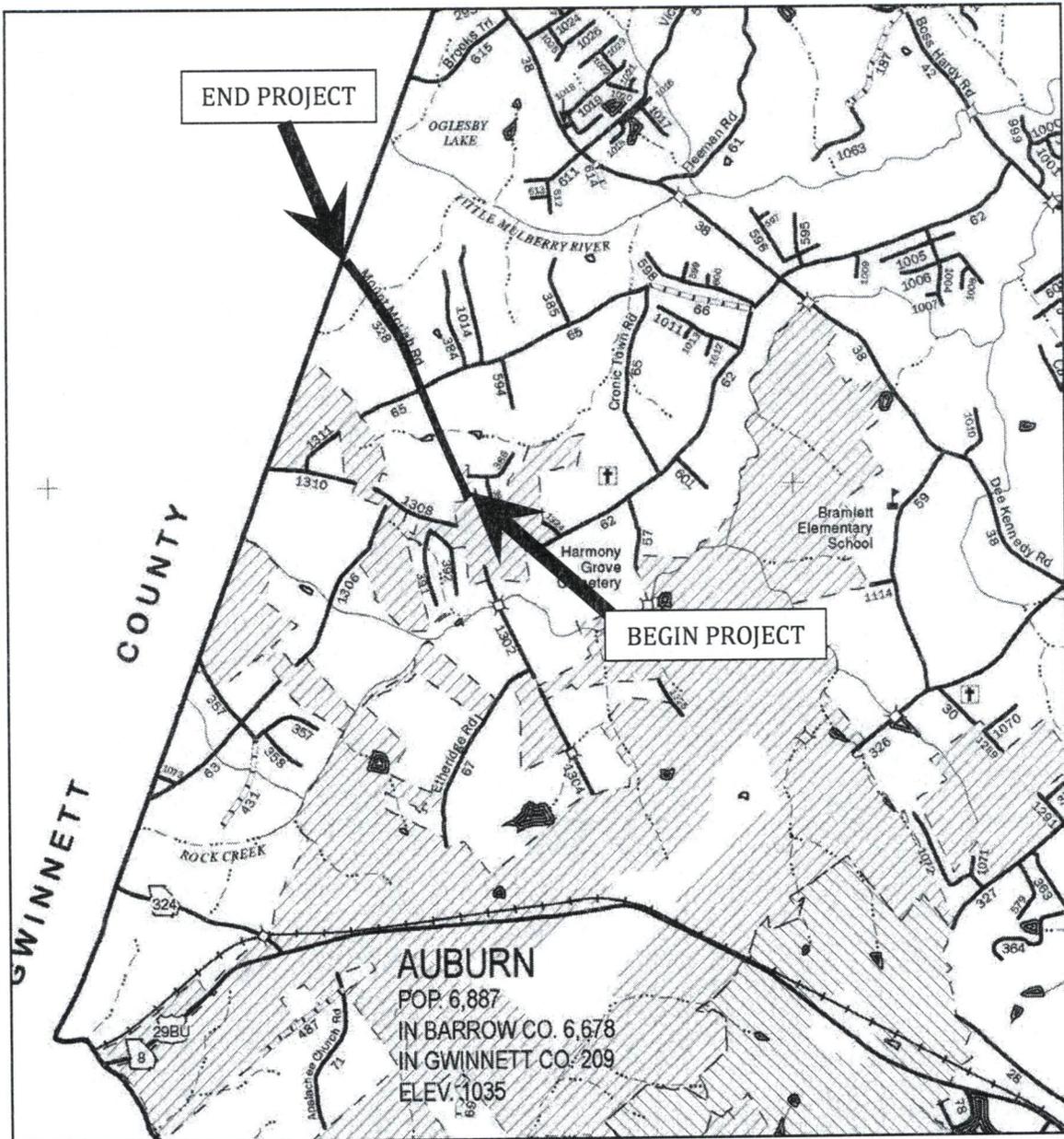
**Tanners Bridge Road / CR 410  
(from SR 81 to SR 11)**



**Barrow County**

**# 7**

**County Line-Auburn Road / CR 326  
(from SR 211 to Auburn City Limits)**

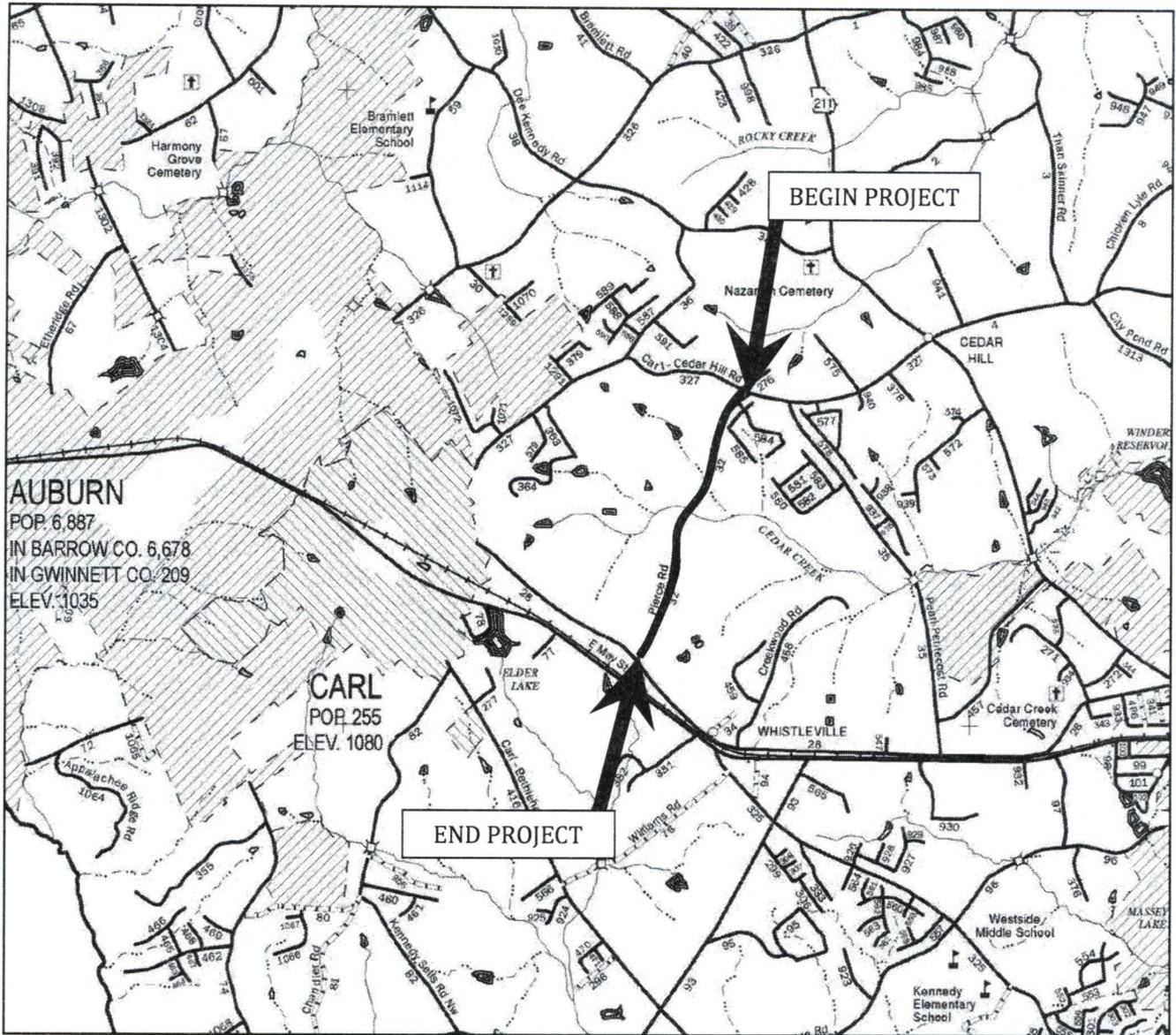


**Barrow County**

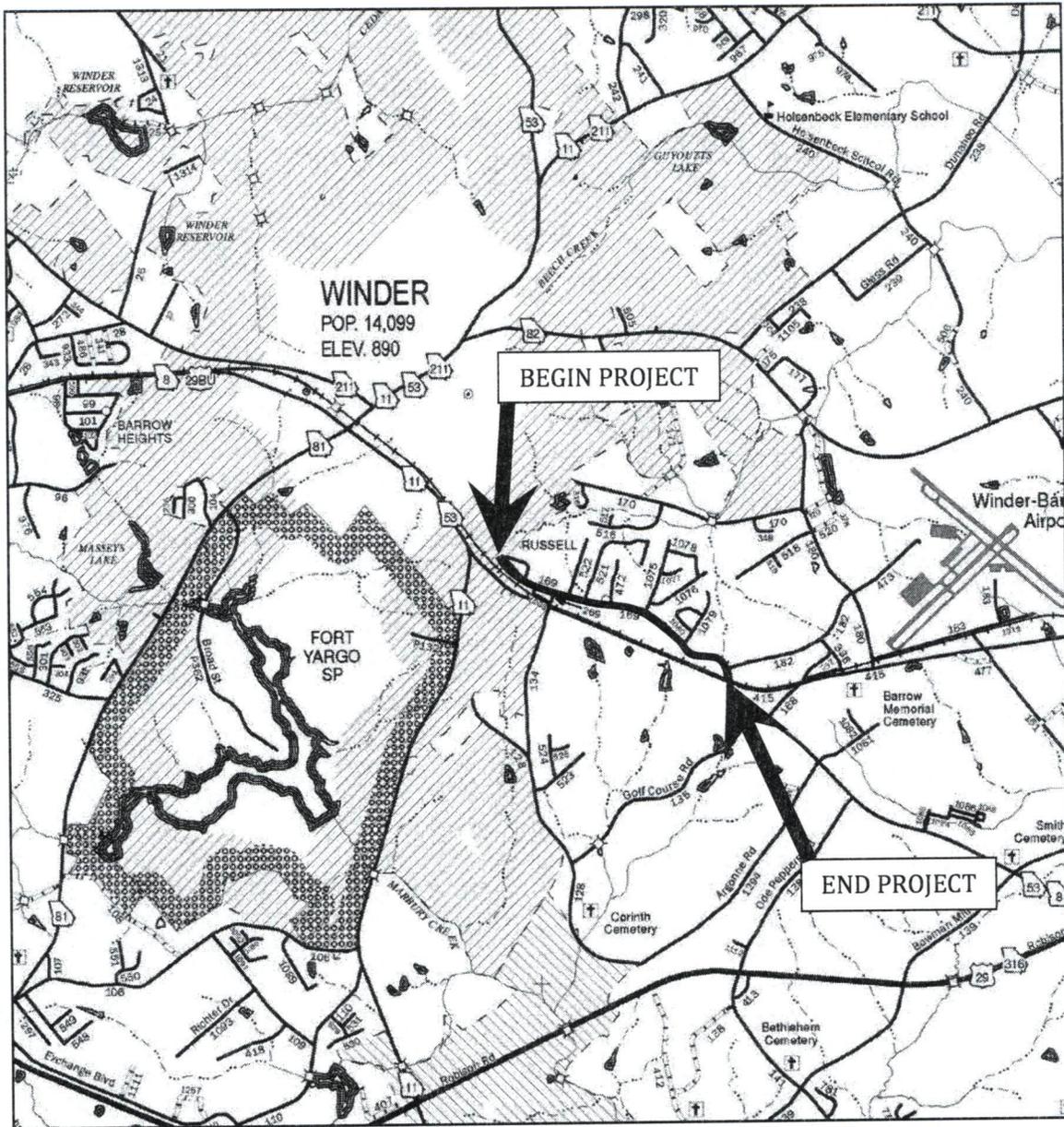
**# 8**

**Mount Moriah Road / CR 328**

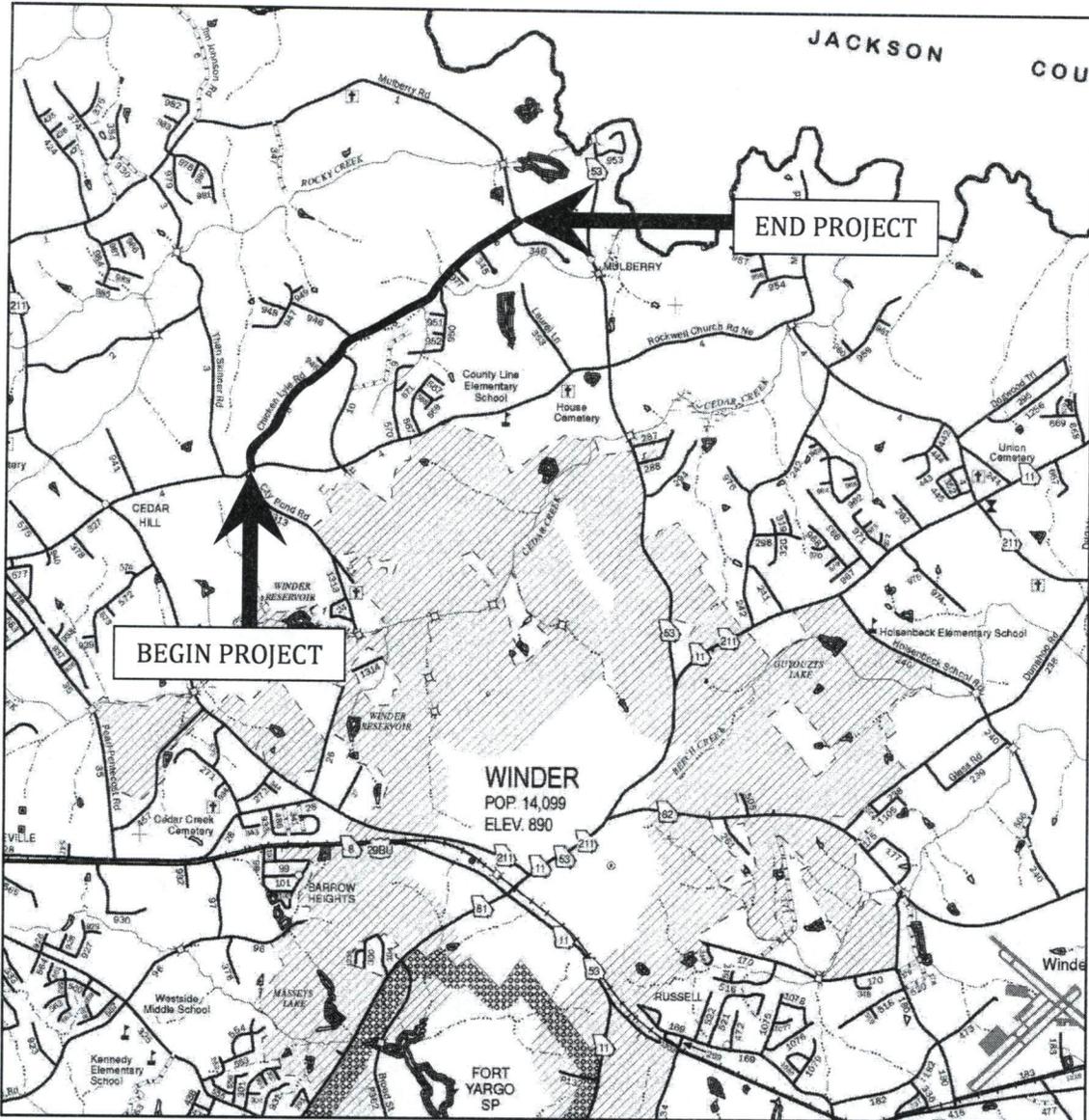
**(from Auburn CL to Gwinnett County Line)**



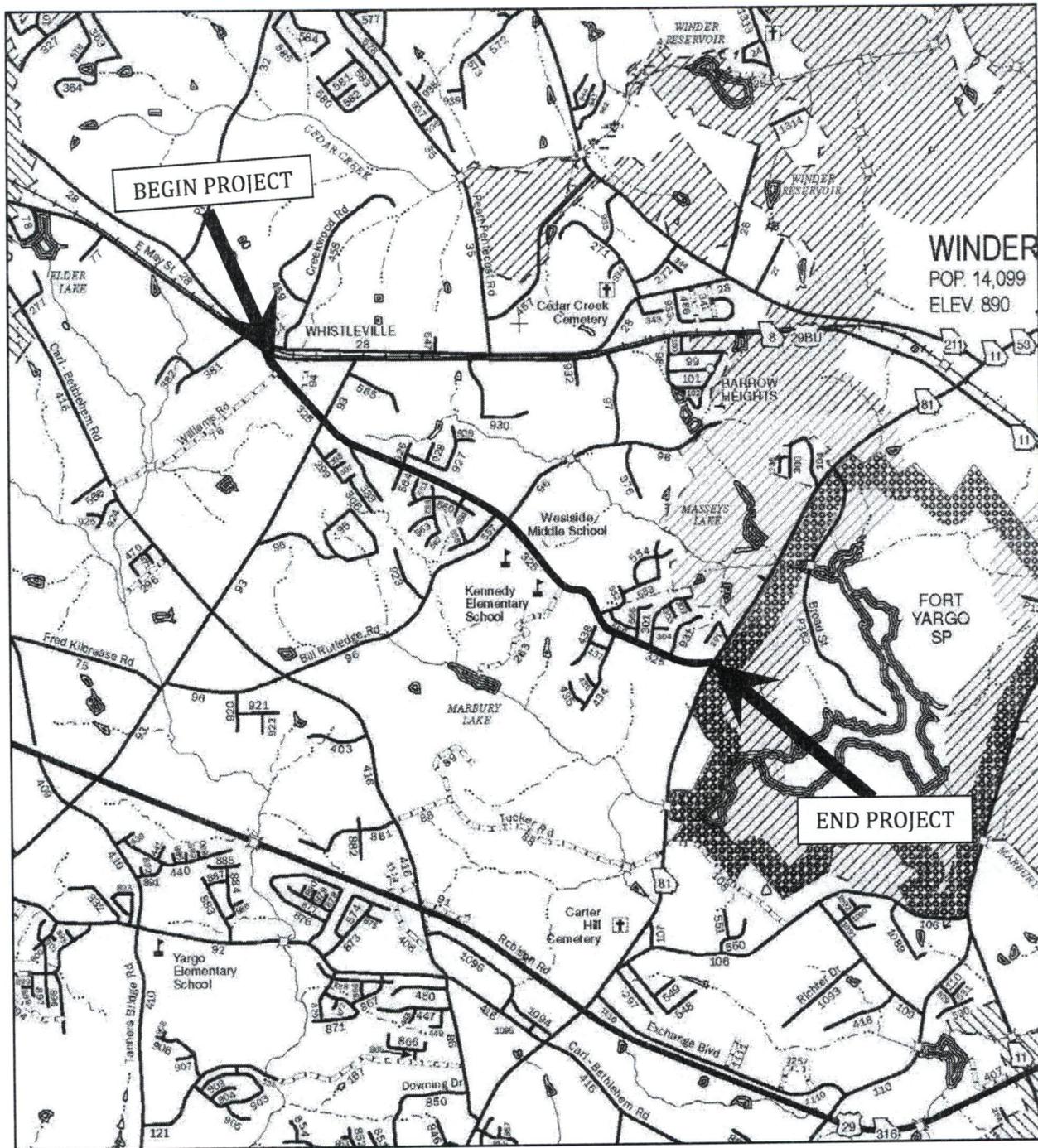
**Barrow County**  
**# 9**  
**Pierce Road / CR 32**  
**(from Carl-Cedar Hill Rd to Bankhead Hwy)**



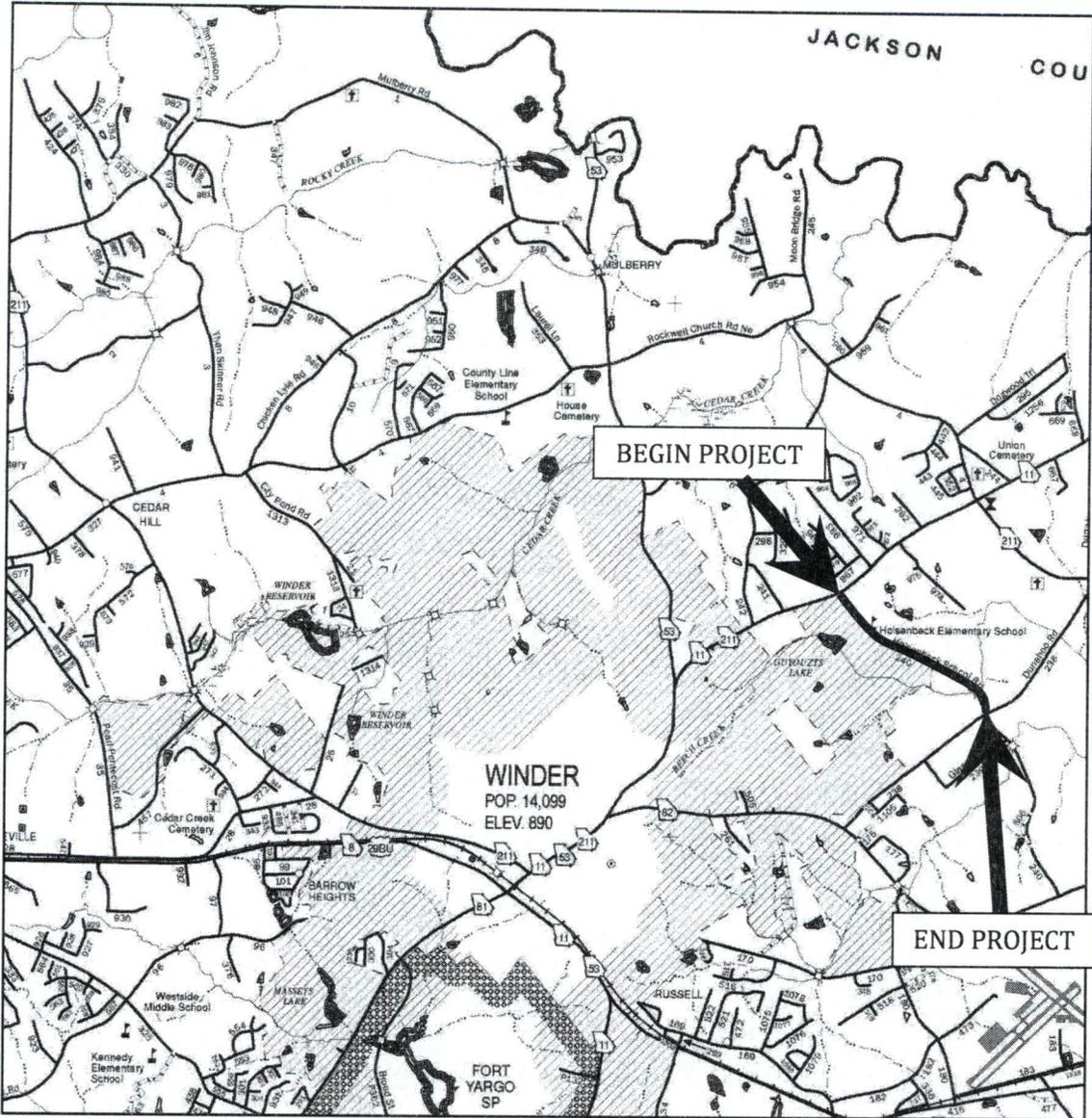
**Barrow County**  
**# 10**  
**Midland Avenue / CR 169**  
**(from Winder CL To SR 8)**



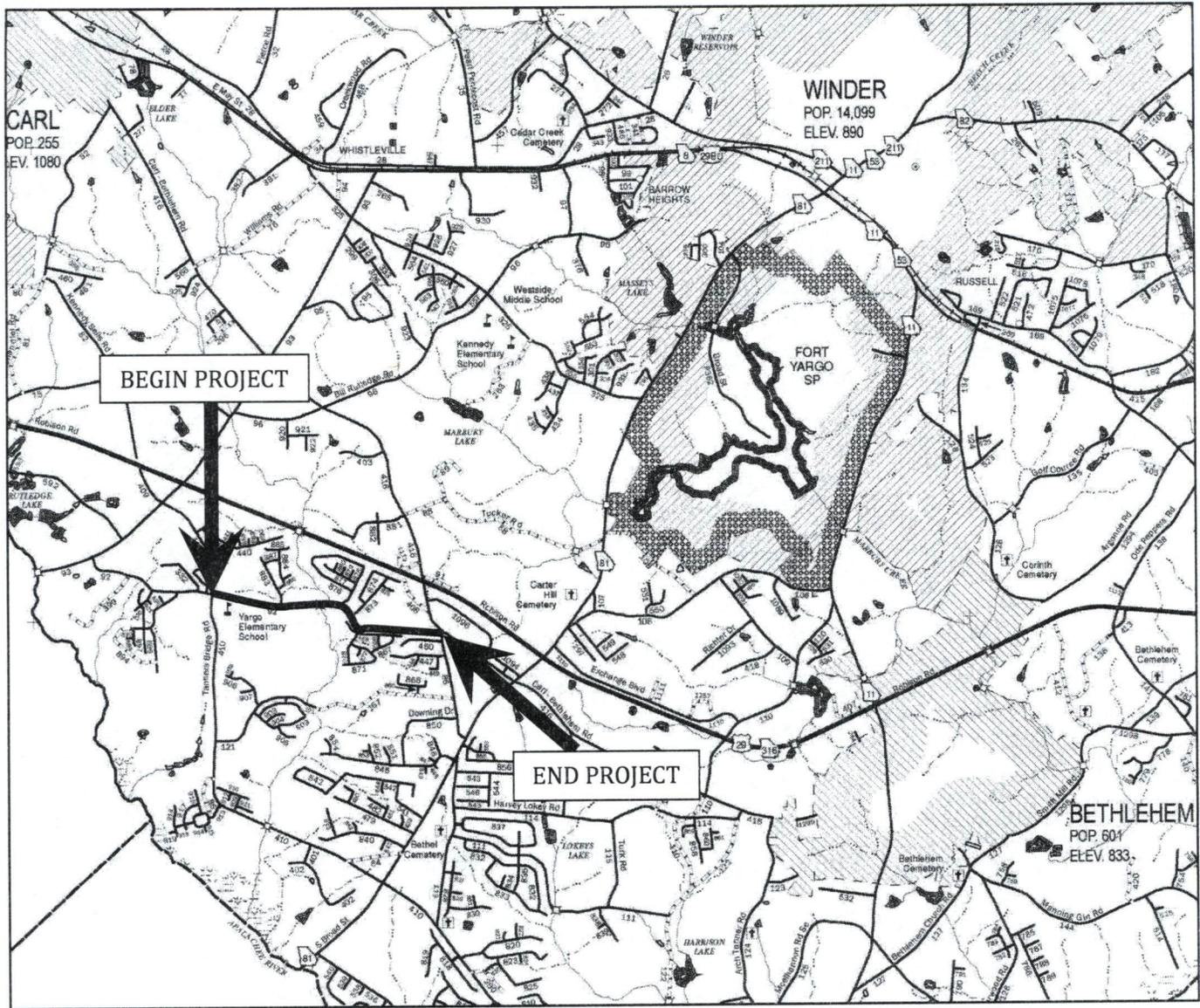
**Barrow County**  
**# 11**  
**Chicken Lyle Rd / CR 8**  
**(from Rockwell Church Rd to Mulberry Rd)**



**Barrow County**  
**# 12**  
**Matthews School Rd / CR 325**  
**(from SR 8 to SR 81)**



**Barrow County**  
**# 13**  
**Holsenbeck School Rd / CR 240**  
**(from SR 11 to Dunahoo Rd)**

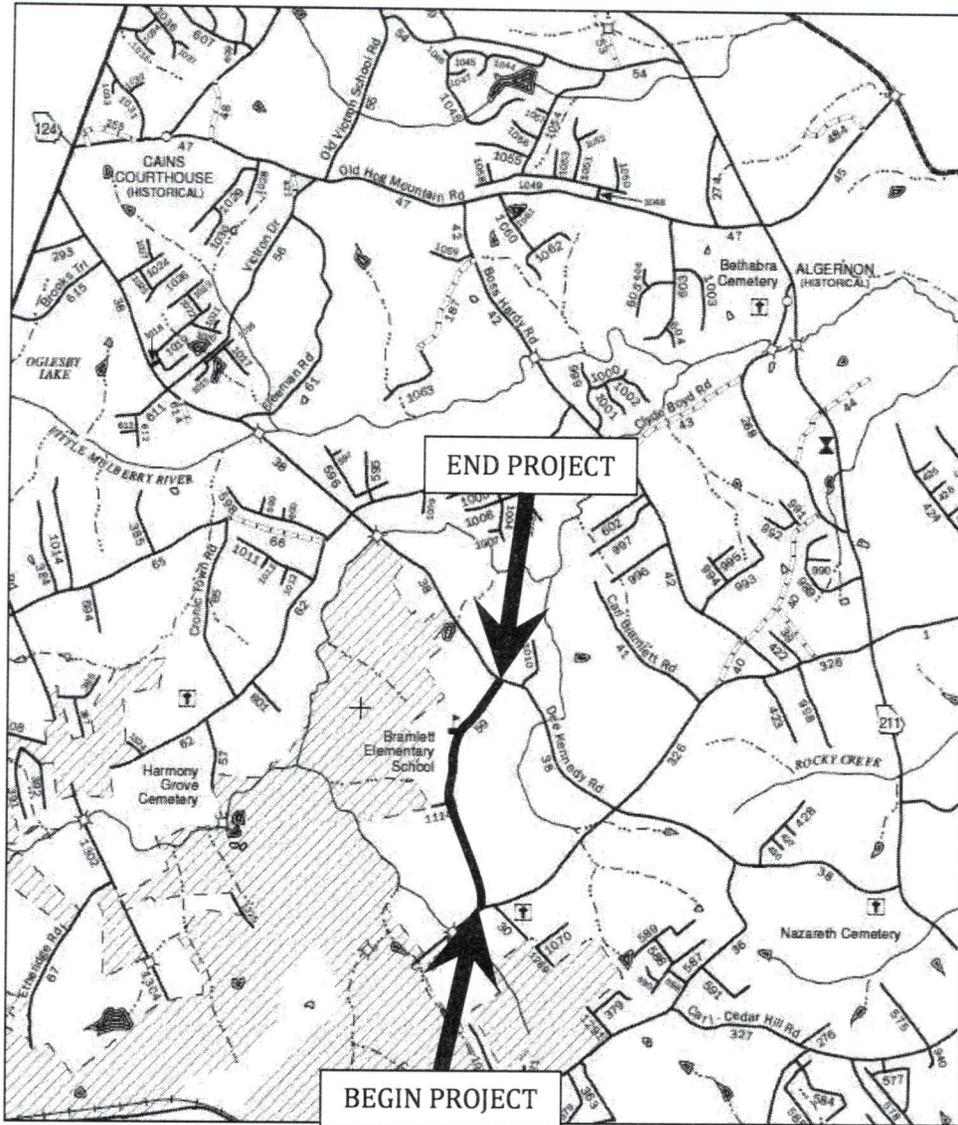


**Barrow County**

**# 14**

**Haymon Morris Rd / CR 92**

**( from Tom Miller Rd to Carl- Bethlehem Rd)**

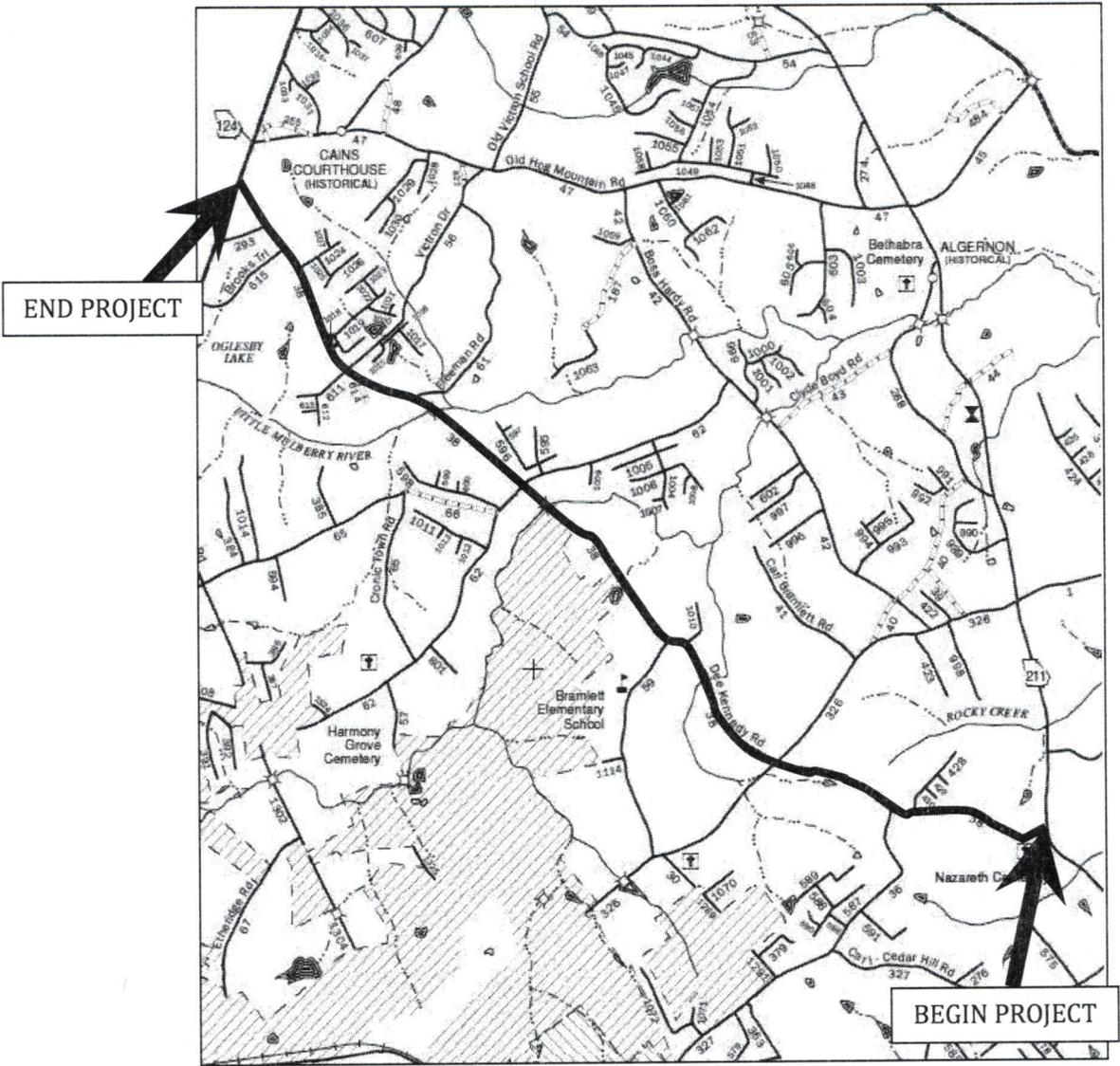


**Barrow County**

**# 15**

**Freeman Brock Rd / CR 59**

**(from County Line Auburn Rd to Dee Kennedy Rd)**



**Barrow County**  
**# 16**  
**Dee Kennedy Rd / CR 38**  
**(from SR 211 to Gwinnett County line)**

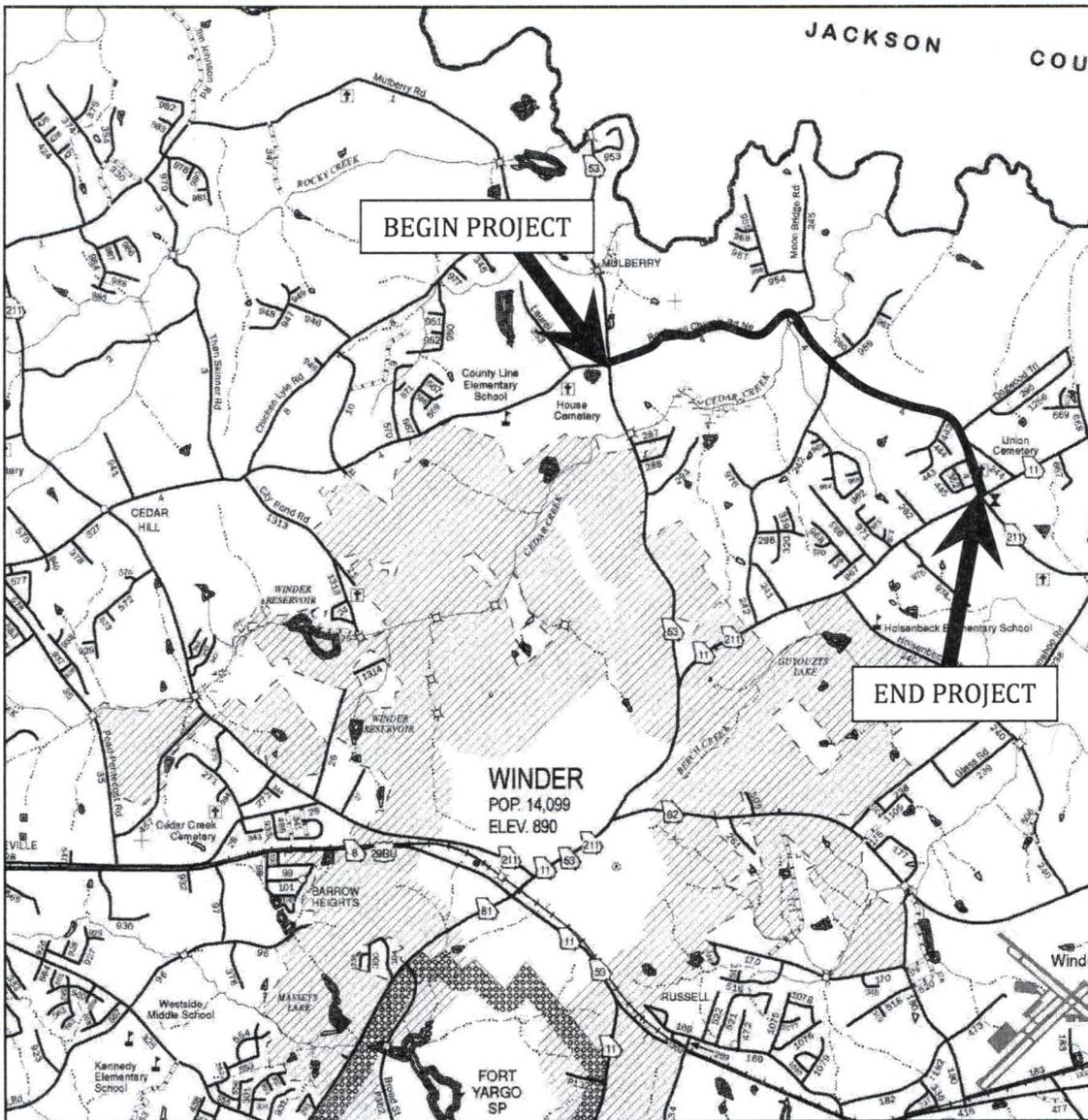


**Barrow County**

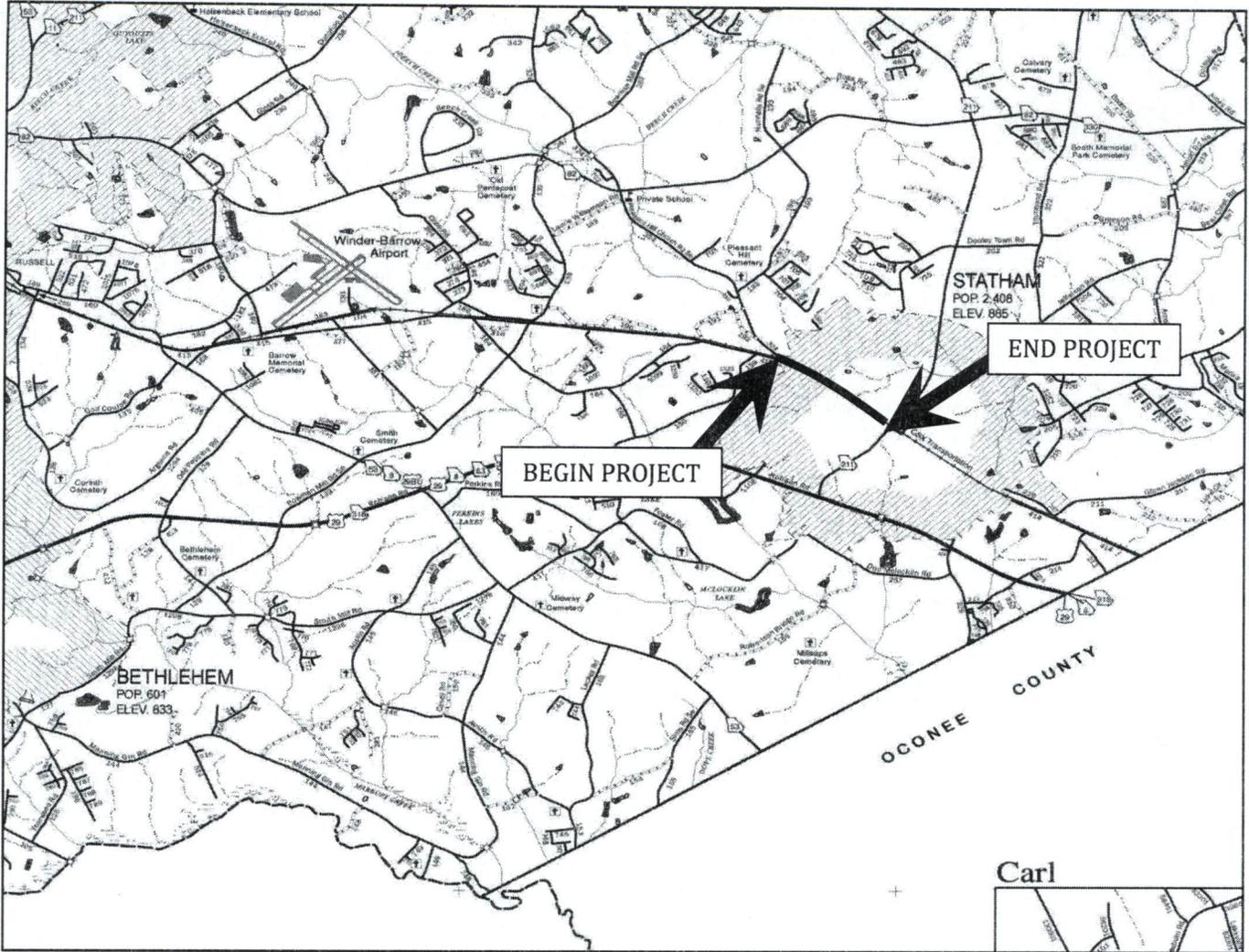
**# 17**

**Pleasant Hill Church Road/CR 324**

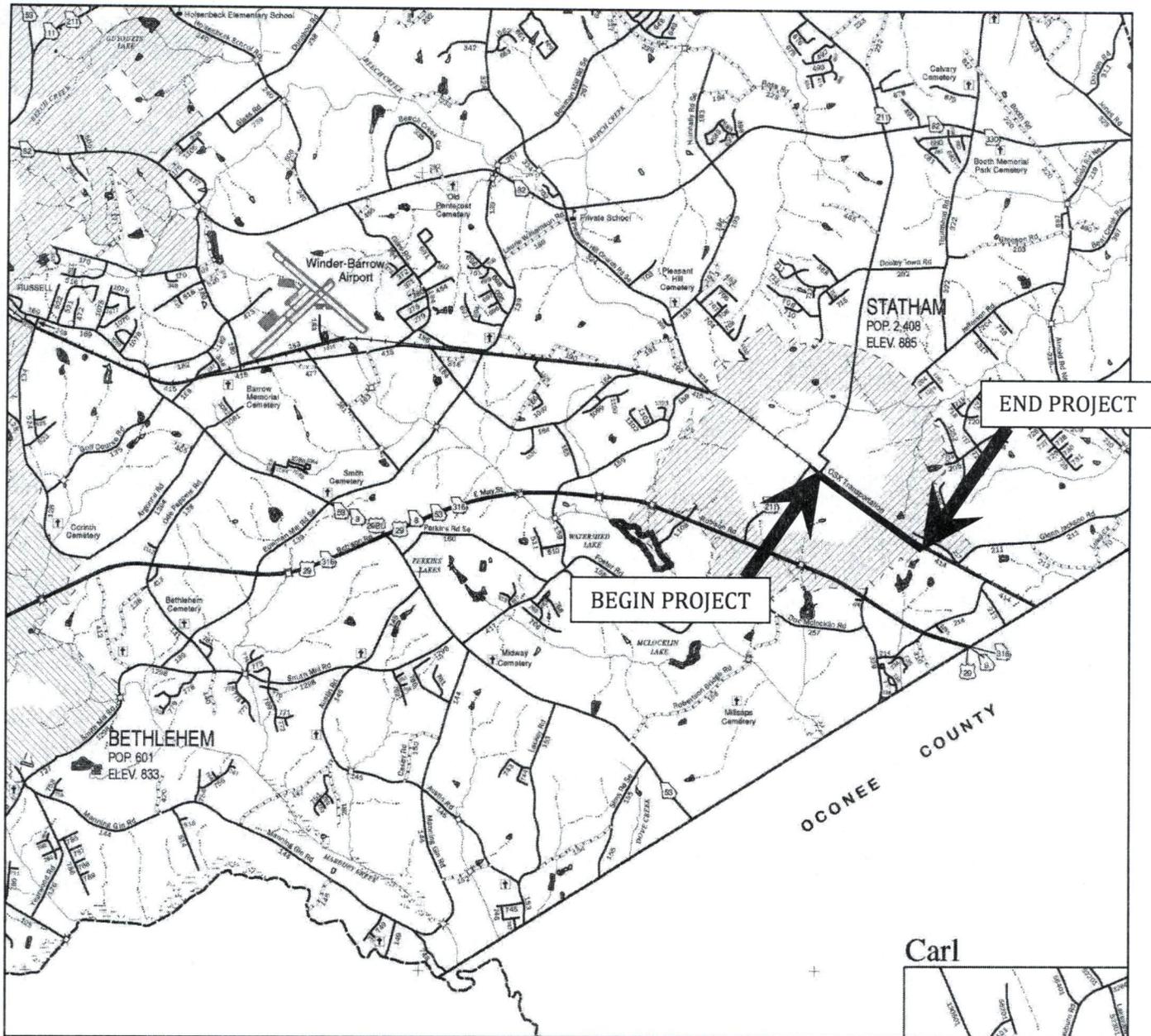
**(from Atlanta Hwy to SR 11)**



**Barrow County**  
**# 18**  
**Rockwell Church Road / CR 4**  
**(from SR 53 to SR 11)**

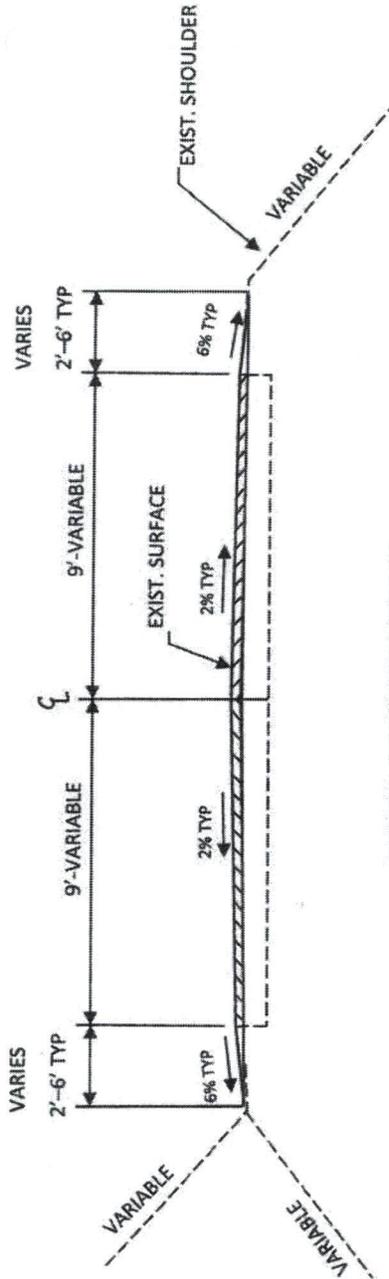


**Barrow County**  
**# 19**  
**City of Statham**  
**Atlanta Hwy / CS 84909**  
**(from Statham City limits to SR 211)**



**Barrow County**  
**# 20**  
**City of Statham**  
**Atlanta Hwy / CS 84809**  
**(from SR211 to Statham City Limits)**

# TYPICAL SECTION



TYPICAL PAVEMENT SECTION

**NOTES:**

LIMITED TO ITEMS SET UP FOR PAYMENT UNDER THIS CONTRACT. ANY ITEMS OR WORK REQUIRED AND NOT COVERED BY THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W AND REMOVE OR ADJUST ALL UTILITIES AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

STRIPING AND RPMs TO BE PLACED IN ACCORDANCE WITH GDOT CONSTRUCTION DETAILS. ALL PLACEMENT OF PAVEMENT MARKINGS TO MEET MINIMUM REQUIREMENTS OF THE M.U.T.C.D. (CURRENT EDITION).

NOT TO SCALE

## GENERAL NOTES

1. The Local Government (LG) shall certify all necessary Right-of-Way and remove or adjust all utilities at no cost to the Georgia Department of Transportation.
2. The Georgia Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Georgia Department of Transportation.
3. All traffic control shall comply with Section 150 or the 2013 Georgia Standard Specifications, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, and/or the Georgia Standards as they apply.
4. Any earthwork (and erosion control) necessary for the completion of this project shall be the responsibility of the Local Government and/or their representative(s).
5. Any additions or upgrades needed to meet the regulations set forth in the American Disabilities Act (ADA) shall be the responsibility of the Local Government unless otherwise specified.

## SIGNS

1. All Standard Highway signs shall be fabricated and erected in accordance with the details shown in the Plans, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, the Georgia Specifications, Supplemental Specifications, and / or Special Provisions, and the current Georgia Department of Transportation Signing & Marking Design Guidelines (available on-line at [www.dot.state.ga.us](http://www.dot.state.ga.us)).
2. Sign erection locations are approximate and may be adjusted to meet field conditions where necessary, but shall be within the limitations set forth in the *MUTCD*. No sign location shall be changed by the Contractor without prior approval from the Project Sponsor and / or the Project Sponsor's Engineer.
3. All Standard Highway signs shall be erected at a height of 7 feet above the normal edge of pavement to the bottom of the sign or assembly.
- 4a. All signs (on breakaway supports or on breakaway bases) should be located as far as practical from the edge of the shoulder. Advantage should be taken to place signs behind existing roadside barriers, on over-crossing structures, or other locations that minimize the exposure of the traffic to sign supports.
- 4b. The minimum lateral off-set should be 12 feet from the edge of the traveled way. On conventional roads in areas where it is impractical to locate a sign with the lateral offset prescribed above, a lateral offset of at least 2 feet may be used (see *MUTCD* – Sec. 2A.19). A lateral offset greater than 2 feet should be used whenever possible.

- 4c. A lateral offset of at least 1 foot from the face of the curb may be used in business, commercial, or residential areas where sidewalk width is limited or where existing poles are close to the curb.
5. Type 3 (High Intensity) reflective sheeting shall be used for all standard highway signs requiring reflectorized backgrounds except as specified below or specified otherwise in the plans.
6. Type 11 (Very High Intensity) reflective sheeting shall be used for all Red Series signs (R1-1, R1-2, R1-3P, R5-1, R5-1A, R5-1B).
7. Type 9 (Very High Intensity) Fluorescent Yellow Green reflective sheeting shall be used for School Zone (S1-1, S2-1, S3-1, S4-3, and the top portion of the S5-1) signs, Bicycle Crossing (W11-1) signs, and Pedestrian Crossing signs specifically listed above and all Regulatory signs placed as part of the School Zone signing shall have Type IX (9) (very High Intensity) reflective sheeting backgrounds of the appropriate color.
8. Type 9 (Very High Intensity) Fluorescent Yellow reflective sheeting shall be used for all warning signs.
9. Use aluminum signs blanks of the type, size, and shape specified:
  - a. Type I: Signs with an area of 9 sf or less, at least 0.08 in.,  $\pm$  0.005 in. thick.
  - b. Type II: Signs with an area more than 9 sf, at least 0.10 in.,  $\pm$  0.006 in. thick.Sec. 912 – GA Standards/Specifications (2013)
10. On approaches to State Routes, W3-1 (STOP AHEAD), W 3-2 (YIELD AHEAD), and W3-3 (SIGNAL AHEAD) signs shall be 36" X 36" in size.
11. At intersections with State Routes, R1-1 (STOP) signs shall be 36" X 36" in size.

## **PAVEMENT MARKINGS**

1. All pavement markings shall be installed in accordance with the details shown in the Plans, the *Manual on Uniform Traffic Control Devices (MUTCD, current ed.)*, the Georgia Specifications, Supplemental Specifications, and / or Special Provisions, and the current Georgia Department of Transportation Signing & Marking Design Guidelines (available on-line at [www.dot.state.ga.us](http://www.dot.state.ga.us)).
2. All long-line striping shall be High Build Standard paint striping unless otherwise specified.
3. All hand markings (rumble strips, stop lines, arrows, words, etc) shall be thermoplastic unless otherwise specified.

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

BARROW COUNTY

SECTION 636 -- DELINEATORS

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Delete Subsection 636.4.D and substitute the following:

**A. Delineators**

1. Type 1 Delineators (reflectorized guide markers) to be paid for are the number specified, including posts, rivets, and spacers, that are furnished, placed, and completed and accepted. Installation shall be as per the plans, Ga. Standard 9030C, and/or Ga. Details T-22A and T-22B. Color shall be red, white, or yellow as specified in the plans or directed by the Engineer.
2. Type 1A Delineators (reflectorized guardrail washers) to be paid for are the number specified that are furnished, placed on existing guardrail, and completed and accepted. Installation shall be as per the plans and Ga. Standard 4360. Color shall be white or yellow as specified in the plans or directed by the Engineer.
3. Type 2 Delineators (reflectorized guide markers) to be paid for are the number specified, including posts, rivets, and spacers, that are furnished, placed, and completed and accepted. Installation shall be as per the plans, Ga. Standard 9030C, and/or Ga. Details T-22A and T-22B. Color shall be red, white, or yellow as specified in the plans or directed by the Engineer.
4. Type 3 Delineators (Type 2 Object Markers or OM2) to be paid for are for the number specified, including posts, rivets, and spacers, that are furnished, placed, and completed and accepted. Installation and use shall be as per the plans and shall be the same as detailed for a Type 2 Object Marker as shown on Ga. Standard 9030C; and shall include one triple reflector unit (or equivalent) to be placed on one side of the post facing approaching traffic. Color shall be white or yellow as specified in the plans or directed by the Engineer.
5. Type 3A Delineators (Type 3 Object Markers or OM-3 L/R) to be paid are the number specified, including posts, rivets, and spacers, that are furnished, placed, and completed and accepted. Installation and use shall be as per the plans and shall be the same as detailed for a Type 3 Object Marker as shown on Ga. Standard 9030C and/or Ga. Detail T-22A and T-22B. Payment for EACH shall be for and include one 12"x36" Type 3 Object Marker sign (TP IX sheeting) and two (2) yellow triple reflector units, rivets, and spacers to be installed on the same post at each specified location

Installation Clarification: Two (2) Type 3 delineator yellow triple reflector units (also shown as Type 2 Object Markers OM2 on Ga. Std. 9030C) are to be installed on the same post under a Type 3 Object Marker (OM-3 left or right) with one triple reflector unit on the front of the post and one on the back of the same post. Each reflector shall be 3 1/4" diameter center mount sealed prismatic reflex reflectors housed in aluminum backing with single grommetted hole in center of each reflector (as detailed and described in Ga. Std. 9030C).

## PAY ITEM NUMBERS FOR DELINEATORS

PAY ITEM NO.	UNITS	DESCRIPTION
636-5010	EA	DELINEATOR, TP 1
636-5011	EA	DELINEATOR, TP 1A
636-5020	EA	DELINEATOR, TP 2
636-5030	EA	DELINEATOR, TP 3
636-5031	EA	DELINEATOR, TP 3A

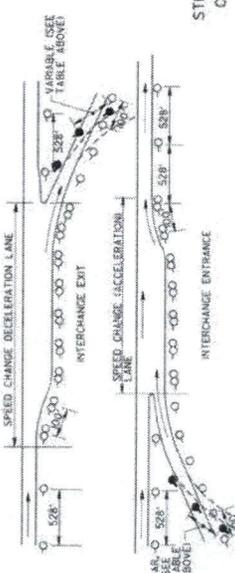
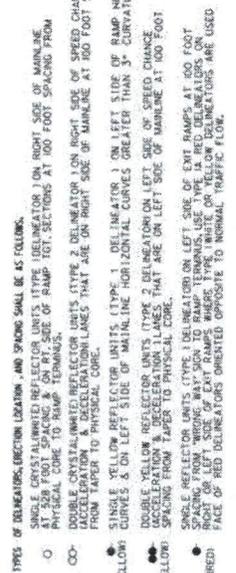
SEE T-22A and T-22B FOR BRIDGE DELINEATION DETAILS

**RECOMMENDED SPACING FOR DELINEATORS**

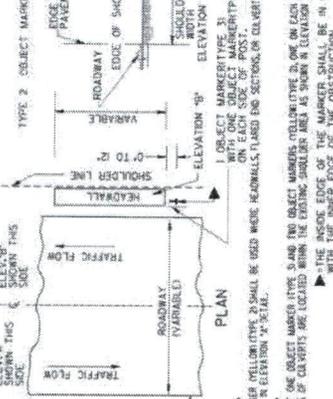
DELINEATORS SHOULD NORMALLY BE SPACED 500 FEET UNLESS OTHERWISE SPECIFIED. SPACING SHOULD BE ADJUSTED TO ACCOMMODATE VARYING TRAFFIC VOLUMES, ROADWAY WIDTHS, AND OTHER FACTORS. DELINEATORS SHOULD BE SPACED TO COVER THE ENTIRE LENGTH OF THE CURVE. DELINEATORS SHOULD BE SPACED TO COVER THE ENTIRE LENGTH OF THE CURVE. DELINEATORS SHOULD BE SPACED TO COVER THE ENTIRE LENGTH OF THE CURVE.

ROADWAY WIDTH IN FEET	SPACING IN FEET (MINIMUM SPACING IS 20 FEET)
50	20
60	20
70	20
80	20
90	20
100	20
110	20
120	20
130	20
140	20
150	20
160	20
170	20
180	20
190	20
200	20
220	20
240	20
260	20
280	20
300	20
320	20
340	20
360	20
380	20
400	20
420	20
440	20
460	20
480	20
500	20

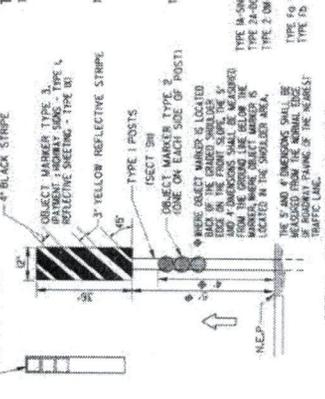
LOCATION OF DELINEATORS ON FREEWAY & EXPRESSWAY TYPE HIGHWAYS



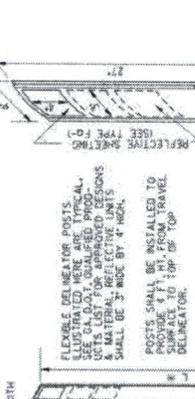
LOCATION OF OBJECT MARKERS AT CULVERT ENDS



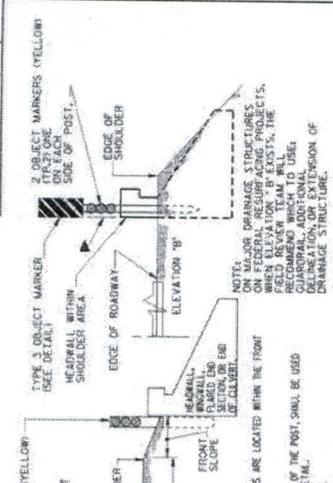
DELINEATOR ERECTION DETAILS



DETAIL OF OBJECT MARKER



STATE	PROJECT NUMBER	DATE	SCALE
GA.			



TYPES OF DELINEATORS



**GENERAL NOTES**

- SPECIFICATIONS, C.A. STANDARD, CURRENT EDITION, & SUPPLEMENTS THEREOF.
- REFLECTORS FOR TYPES 1 AND 2 SHALL BE CRYSTAL WHITE, YELLOW OR RED, AS SPECIFIED ON THE PLANS. REFLECTORS FOR TYPES 3 AND 4 SHALL BE CRYSTAL WHITE OR YELLOW, AS SPECIFIED ON THE PLANS.
- WHEN POSTS ARE SET IN CONCRETE, METAL RODS SHALL BE INSTALLED IN HOLES LOCATED AT BOTTOM OF POST. MIN. SIZE OF RODS SHALL BE 1/2" DIA. X 3' LONG.
- NON-DIRECTIONAL DELINEATORS SHALL BE USED AND DETECTED AT THE RECOMMENDED SPACING, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- FOR ADDITIONAL DATA ON DELINEATORS REFER TO THE MANUAL ON DESIGN, TRAFFIC CONTROL DEVICES AND ALL SUPPLEMENTS THEREOF.
- TABLE ON PAGES 173 & 174 HOLES ON T CENTERS FOR A DISTANCE OF 1' MINIMUM FROM TOP POST.

NO.	SCALE	REV.	DATE
05			

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

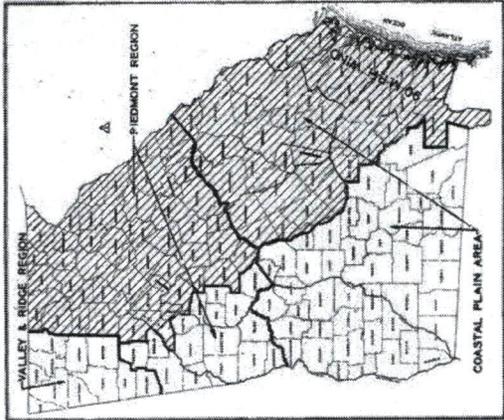
STANDARD  
DELINEATORS & MARKERS  
AND  
ALTERNATE POSTS

NO. SCALE  
REV. DATE

REV. & REDR. MAR., 2008

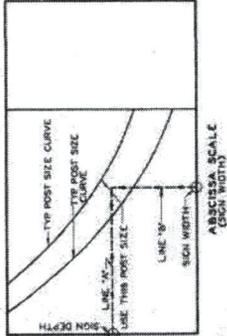
NUMBER  
9030C

STATE PROJECT NUMBER	DATE
NO. SHEETS	NO. SHEETS



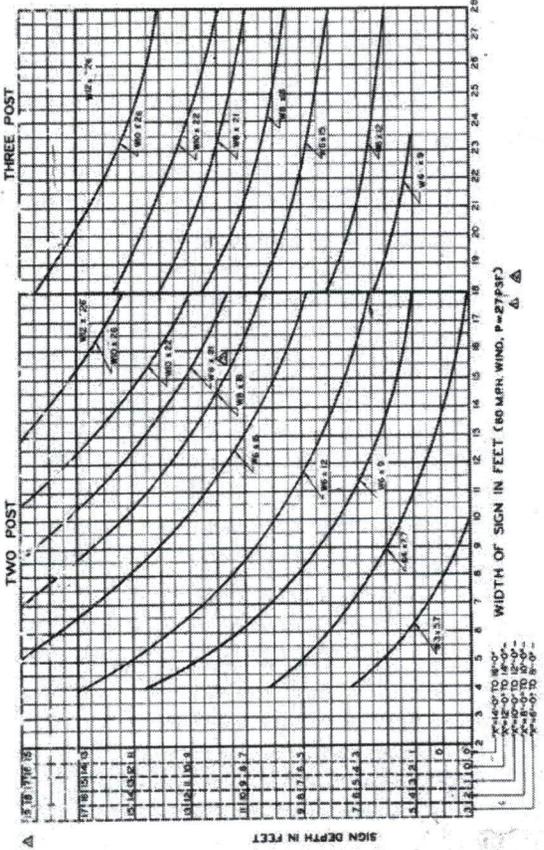
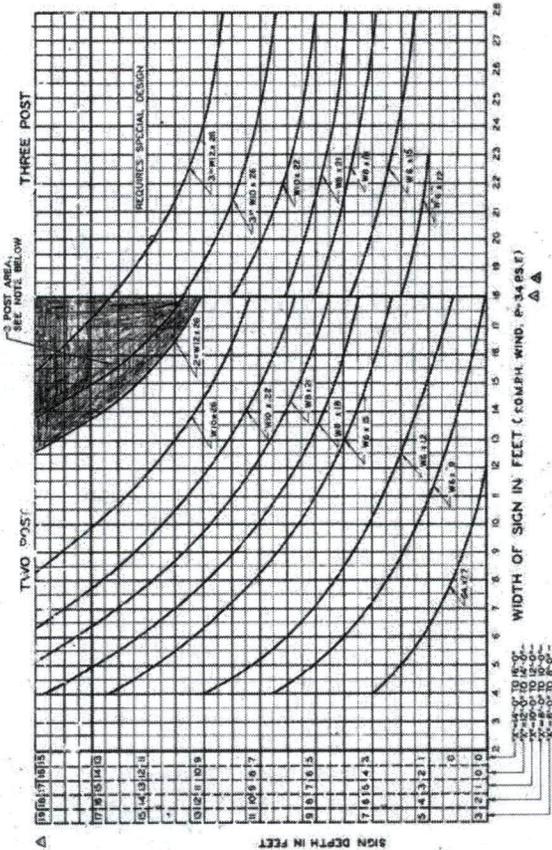
USE 80 M.P.H. WIND EXCEPT WHERE INDICATED BY MATCHED AREA.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
STANDARD	
ERECTION AND FOUNDATION DETAILS FOR SPECIAL ROADSIDE SIGNS BREAKAWAY TYPE POSTS	
NO. SCALE	JULY 1970
DESIGNED BY	APPROVED
DRAWN BY	NUMBER
CHECKED BY	9054B



**PROCEDURE TO FIND POST SIZE**

1. DETERMINE SIGN WIDTH & DEPTH AS PER USAS 1-1-6.
  2. CORRECT SIGN DEPTH BEYOND 7' IN THAT COLUMN, TURN TO ORDINATE SCALE UNTIL REACHING INTERSECTION OF CURVE FOR WIND SPEED.
  3. DETERMINE PROPER WIND COLUMN & READ UP ORDINATE SCALE UNTIL REACHING INTERSECTION OF CURVE FOR WIND SPEED.
  4. READ ALONG ABSISSA SCALE TO CORRECT SIGN WIDTH, TURN TO ABSISSA SCALE & PROJECT A LINE UPWARD TO INTERSECTION FALLS WITHIN THIS SIZE SHALL BE THAT OF THE LARGER OF THE TWO POST SIZE CURVES THE INTERSECTION FALLS BETWEEN.
- \*WHEN A SIGN FALLS WITHIN THE TWO POST SECTION OF THE CHART ABOVE, THE SIGN SHALL REQUIRE THREE POSTS. THE POSTS SHALL BE PLACED AT THE POINTS OF THE TWO LINES WHICH HAVE BEEN EXTENDED FROM THE THREE POST SECTION.

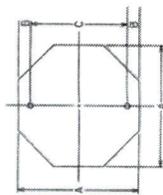






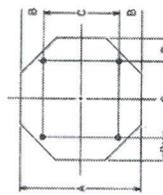
STATE PROJECT NUMBER  
GA.

MINUT SCALE  
NO.  
SHEET

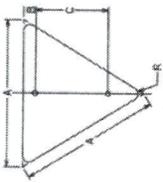


A	B	C
24	3	18
30	3	24
36	3	30

OCTAGON

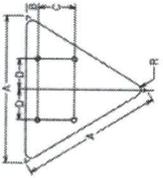


A	B	C
48	9	30



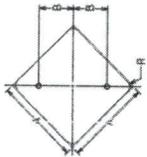
A	B	C	D	E
30	3	18	1 1/2	3
36	3	21	2	3
48	3	27	3	3

EQUILATERAL TRIANGLE



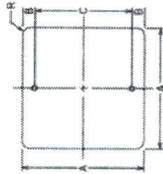
A	B	C	D	E
60	3	18	1 1/2	3

\* FOR TWO POST ERECTION



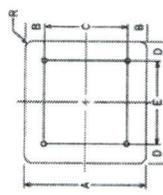
A	B	C	D	E
24	12	1 1/2		
30	15	1 3/4		
36	18	2 1/4		

DIAMOND



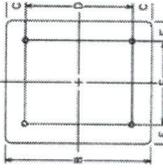
A	B	C	D	E	R
18	3	12	1 1/2		
24	3	18	1 1/2		
30	3	24	1 3/4		

SQUARE

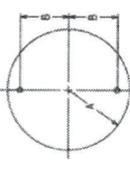


A	B	C	D	E	R
36	6	24	6	24	2 1/4
48	6	36	6	36	3

VERTICAL RECTANGLE

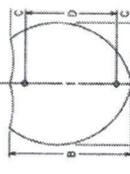


A	B	C	D	E	F	R
36	48	6	36	6	24	2 1/4
48	60	6	48	9	30	3



A	B
18	15

CIRCLE



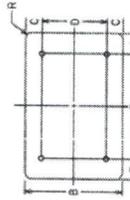
A	B	C	D
24	24	3	18
30	24	3	18
36	36	6	24
45	36	6	24

INTERSTATE SHIELD



A	B	C	D	E	F	R
21	15	1 1/2	12	1 1/2		
24	12	1 1/2	9	1 1/2		
24	18	3	12	1 1/2		
30	15	1 1/2	12	1 1/2		
30	24	3	18	1 1/2		
36	12	1 1/2	9	1 1/2		
36	24	3	18	1 1/2		
48	12	1 1/2	9	1 1/2		
48	24	3	18	1 1/2		

HORIZONTAL RECTANGLE



A	B	C	D	E	R
30	21	3	1 1/2		
36	24	3	2 1/4		

PENTAGON



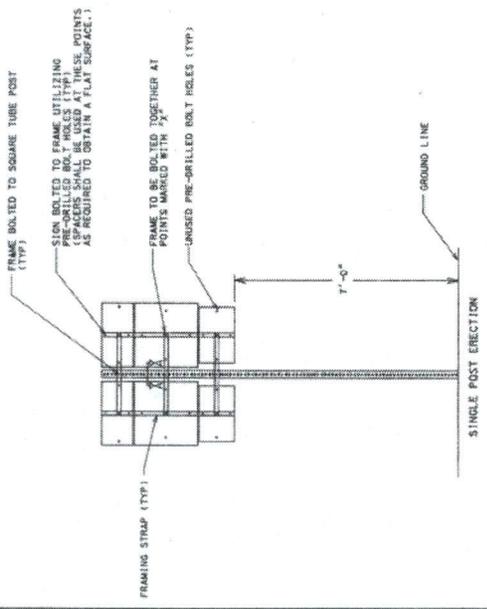
A	B	C	D	E	R
40	30	7 1/2	12	1 1/4	
48	36	9	15	2 1/4	

ISOSCELES TRIANGLE

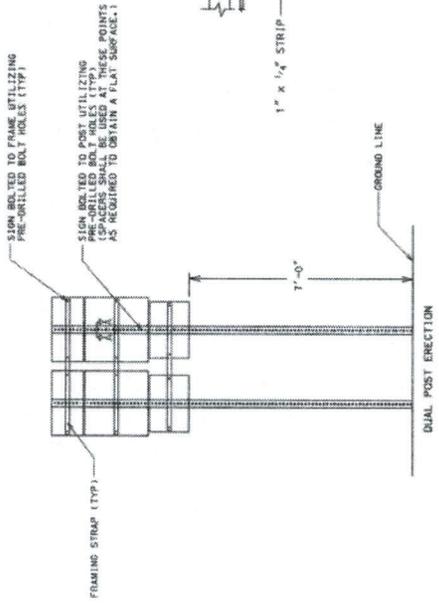
DATE REVISIONS

GEORGIA DEPARTMENT OF TRANSPORTATION  
OFFICE OF TRAFFIC SAFETY & DESIGN  
DETAILS OF SIGN PLATES  
NO SCALE JANUARY 2000

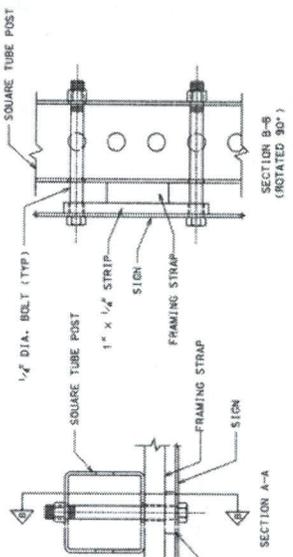
STATE	PROJECT NUMBER	SHEET TOTAL
GA.		NO. SHEETS



SINGLE POST ERECTION



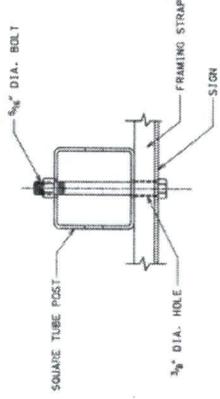
DUAL POST ERECTION



SECTION A-A

OPTION #1 - FRAMING STRAP WITHOUT MOUNTING HOLE  
(ALL FRAMING STRAPS SHALL BE 1 1/2\"/>

TYPICAL ASSEMBLY UNIT (BACK VIEW)



SECTION B-B  
(ROTATED 90°)

OPTION #2 - FRAMING STRAP WITH MOUNTING HOLE  
(ALL FRAMING STRAPS SHALL BE 2\"/>

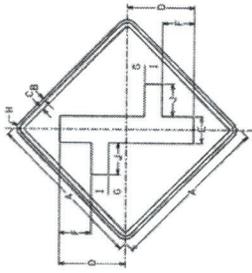
GENERAL NOTES:

1. STYLE OF FRAMING IS OPTIONAL. ALTERNATE DESIGNS ARE ACCEPTABLE UPON APPROVAL OF THE ENGINEER. FRAME SHALL BE DESIGNED SO AS TO HOLD THE ASSEMBLY IN A FIXED, RIGID POSITION.
2. FRAMING STRAPS SHALL BE GALVANIZED STEEL OR ALUMINUM.
3. STEEL SHALL BE A.S.T.M. DESIGNATION A-283, GRADE D, GALVANIZED IN ACCORDANCE WITH A.S.T.M. DESIGNATION A-123.
4. ALUMINUM SHALL BE ALLOY 6061-T6.
5. BOLTS, NUTS, WASHERS, AND SPACERS SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
6. FRAMING STRAPS ON A DUAL POST ERECTION SHALL NOT BE BOLTED TO THE POST.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
8-11-00	1. REVISED TO REFLECT CHANGES MADE TO SIGN	OFFICE OF TRAFFIC OPERATIONS
		DETAILS FOR TYPICAL FRAMING
		NO SCALE
		JANUARY 2000

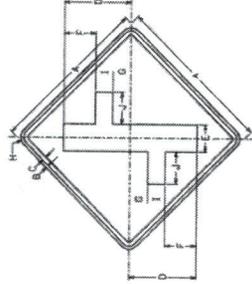


STATE	PROJECT NUMBER	SHEET TOTAL
GA.		NO. SHEETS



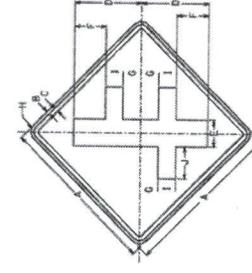
W552-1

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



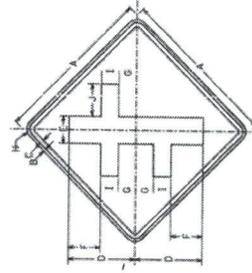
W552-2

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



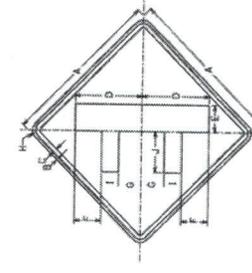
W552-3

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



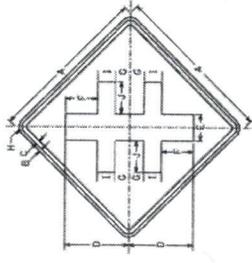
W552-4

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



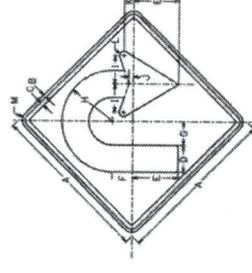
W552-5

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



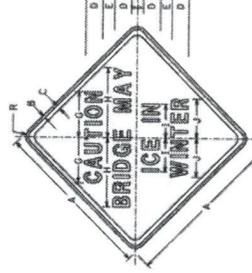
W552-6

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



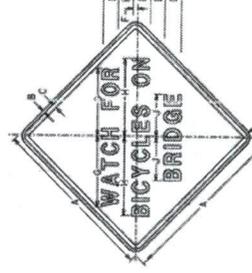
W551-1

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



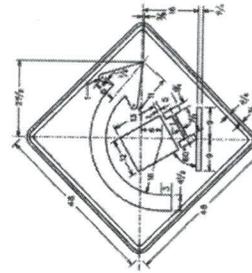
W560-1

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



W560-2

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4



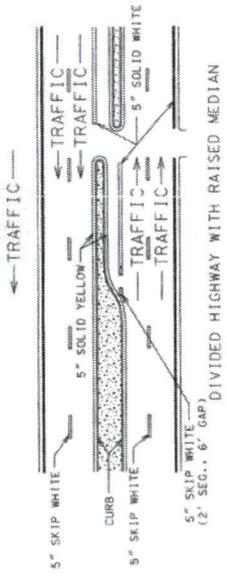
W560-3

SIGN	DIMENSIONS (INCHES)											
	A	B	C	D	E	F	G	H	I	J	K	L
STD	30	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
MIN	20	1/2	3/4	1 1/4	1 1/2	1 3/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4
EXP	36	3/4	1 1/4	2 1/4	2 1/2	2 3/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4
PRY	48	1 1/4	2 1/4	3 1/4	3 1/2	3 3/4	4 1/4	4 1/2	4 3/4	5 1/4	5 1/2	5 3/4

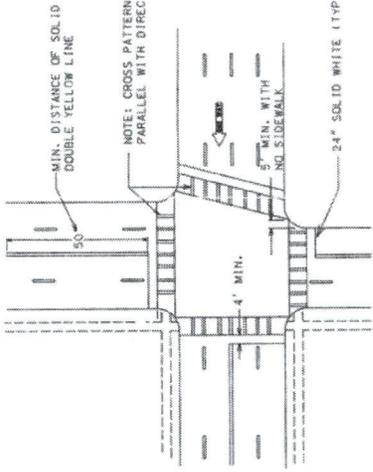
SIGNS SHALL HAVE YELLOW REFLECTORIZED BACKGROUNDS WITH BLACK LEGENDS, BORDERS, AND SYMBOLS.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF WARNING SIGNS
		NO SCALE
		JANUARY 2000

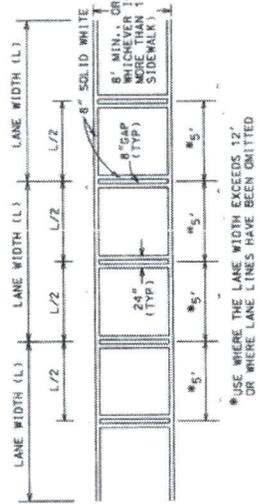
STATE	PROJECT NUMBER	DESIGN TOTAL	NO. SHEETS
GA.			



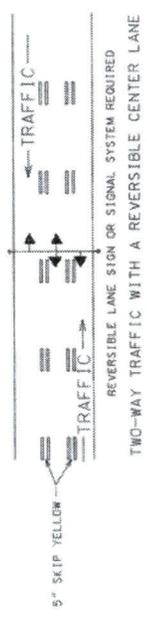
DIVIDED HIGHWAY WITH RAISED MEDIAN



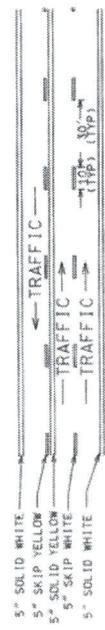
TYPICAL LOCATION OF CROSSWALKS AND STOP BARS



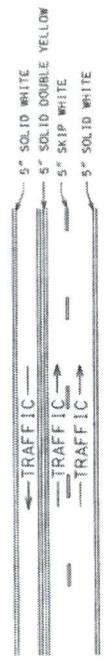
CROSSWALK DETAIL



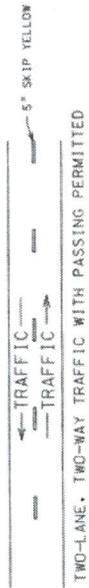
TWO-WAY TRAFFIC WITH A REVERSIBLE CENTER LANE



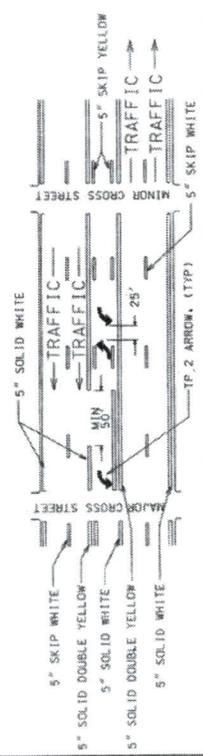
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE PERMITTED TO PASS



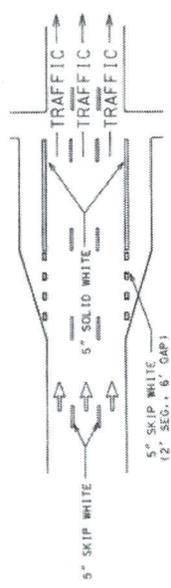
TWO-WAY TRAFFIC WHERE MOTORISTS IN A SINGLE LANE ARE NOT PERMITTED TO PASS



TWO-LANE, TWO-WAY TRAFFIC WITH PASSING PERMITTED



MULTI-LANE, TWO-WAY TRAFFIC WITH SINGLE LANE, TWO-WAY LEFT TURN CHANNELIZATION



ONE-WAY TRAFFIC WITH ADDED TURN LANES

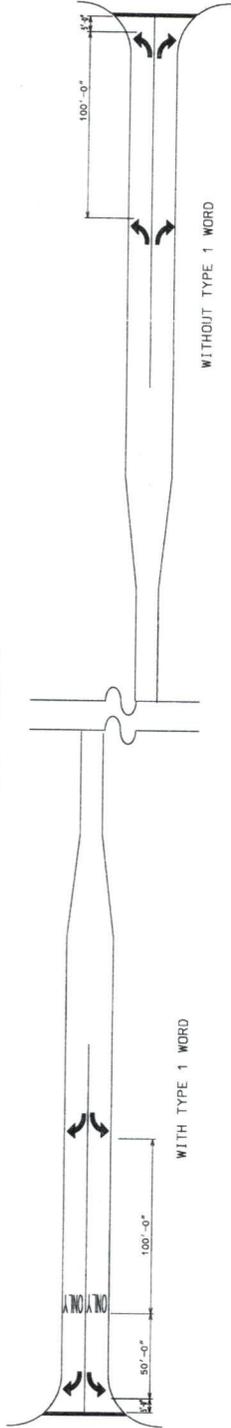
GENERAL NOTES:

1. SPACING BETWEEN DOUBLE LINES SHALL BE EQUAL TO THE LINE WIDTH. EDGE LINES SHALL BE PLACED A MINIMUM OF 4 INCHES FROM THE NORMAL EDGE OF PAVEMENT.
2. FROM THE NORMAL EDGE OF PAVEMENT.

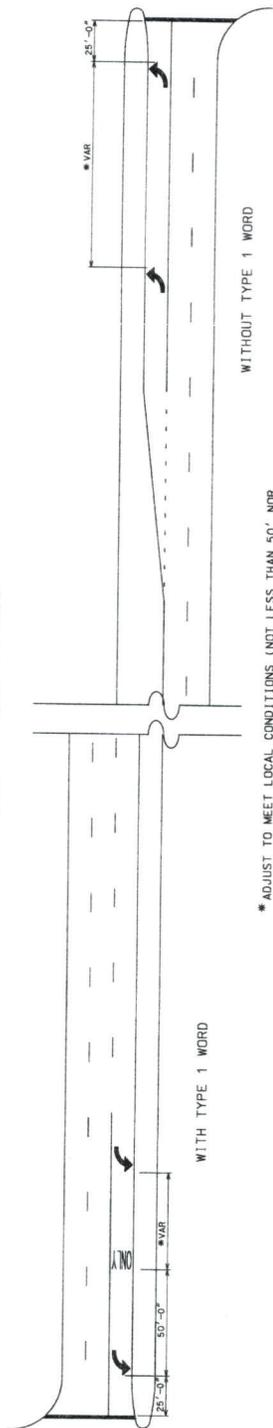
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT FOR NON-LIMITED ACCESS ROADWAY
		NO SCALE
		JANUARY 2000

STATE	PROJECT NUMBER	SHEET TOTAL
GA.		NO. SHEETS

### EXIT RAMP

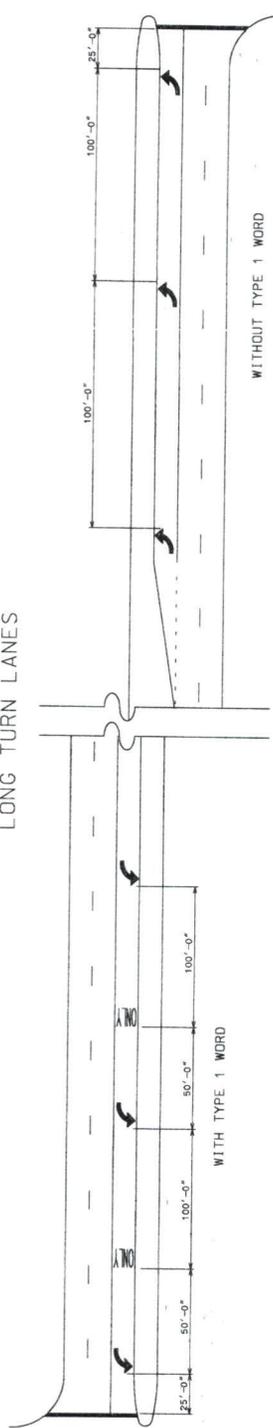


### SHORT TURN LANES



\* ADJUST TO MEET LOCAL CONDITIONS (NOT LESS THAN 50' NOR MORE THAN 100')

### LONG TURN LANES



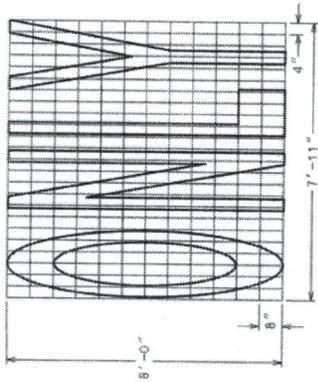
#### GENERAL NOTES:

1. SPACING OF TYPE 2 ARROW IS REPRESENTATIVE OF SPACING FOR TYPE 1, TYPE 3, TYPE 4, & TYPE 5 ARROWS.
2. ALL TURNING LANES SHALL HAVE A MINIMUM OF 2 ARROWS.
3. GROUND MOUNTED OR OVERHEAD SIGNING SHALL BE SUPPLEMENTED BY TYPE 1 WORD.

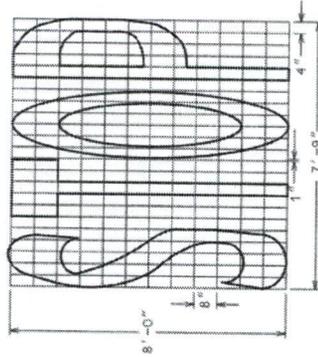
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT MARKING ARROW LOCATION
		NO SCALE
		JANUARY 2000



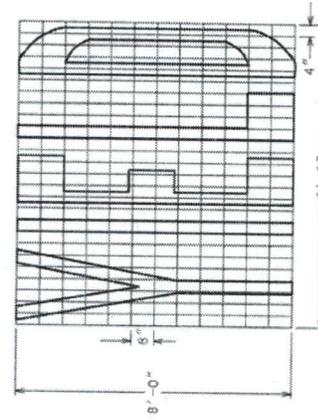
SEARS O.A.	PROJECT NUMBER	REBET TOTAL NO. SHEETS
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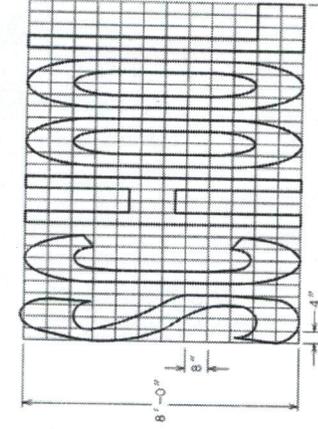
TYPE 1  
AREA = 20.8 FT<sup>2</sup>



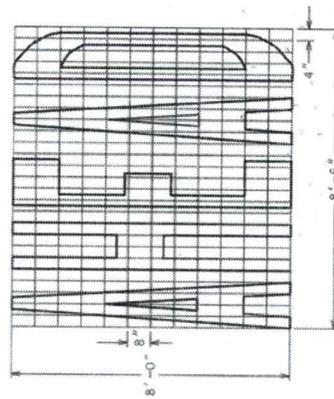
TYPE 2  
AREA = 25.4 FT<sup>2</sup>



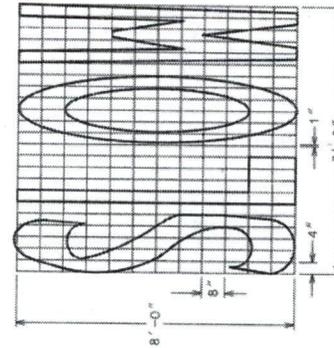
TYPE 15  
AREA = 25.4 FT<sup>2</sup>



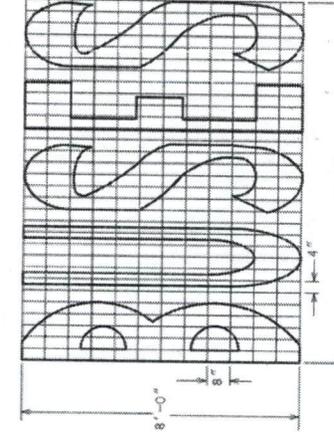
TYPE 3A  
(SINGLE LANE)  
AREA = 33.5 FT<sup>2</sup>



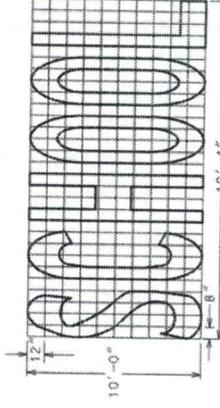
TYPE 4  
AREA = 29.1 FT<sup>2</sup>



TYPE 5  
AREA = 25.4 FT<sup>2</sup>



TYPE 6  
AREA = 38.1 FT<sup>2</sup>



TYPE 3B  
(TWO LANES)  
AREA = 85.0 FT<sup>2</sup>

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT MARKING WORDS
		SHEET 1 OF 2
		NO SCALE
		JANUARY 2000



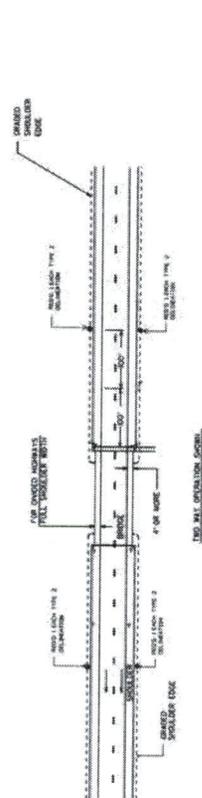


# BRIDGE DELINEATION DETAILS

STATE GA.	PROJECT NUMBER
SHEET TOTAL NO. SHEETS	NO. SHEETS

TYPE 1 - NORMAL BRIDGE

BRIDGES THAT ARE 4 FEET OR MORE WIDER THAN THE APPROACH PAVEMENT, EACH SIDE



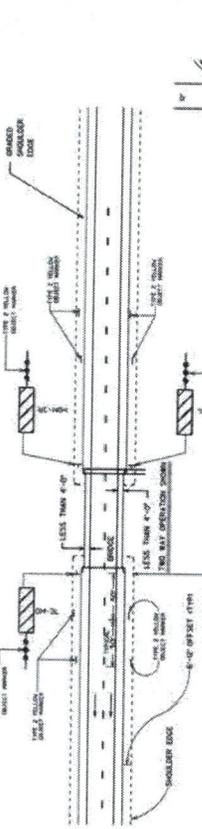
DESCRIPTION	UNIT	QTY.
TWO WAY OPERATION	EACH	Q
ONE WAY OPERATION	EACH	3
DELIN. TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	3

**GENERAL NOTES**

1. SIZE DELINEATION IN A STRAIGHT LINE FLARE WITH THE FIRST ONE OFFSET 48 INCH.
2. THE INSIDE EDGE OF THE DELINEATION MARKER THE BRIDGE SHALL BE IN LINE WITH THE INSIDE EDGE OF THE APPROACH OR FACE OF BRIDGE CURB OR PARAPET.
3. ALL DELINEATION MARKERS SHALL BE PLACED BY A STRAIGHT LINE FLARE WITH THE FIRST LINE OFFSET 48 INCH.
4. TREATMENT SHOULD BE IN ACCORDANCE WITH THE DELINEATION MANUAL.

TYPE 2 - INTERMEDIATE BRIDGE

2 OR MORE LANE OPERATION - WIDTH GREATER THAN ROADWAY WIDTH, BUT LESS THAN 4' IN EXCESS OF APPROACH PAVEMENT WIDTH, EACH SIDE



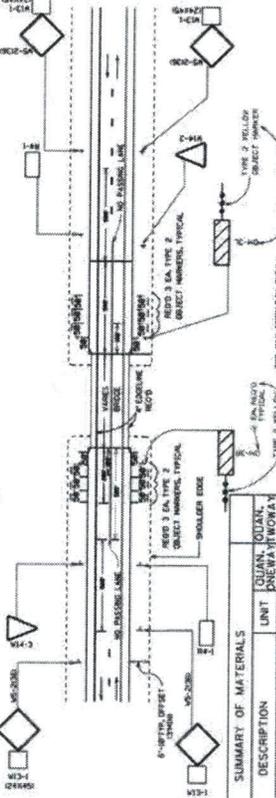
DESCRIPTION	UNIT	QTY.
OBJECT MARKERS TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q
DELIN. TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q

**GENERAL NOTES**

1. ON BRIDGES WITH ONE WAY OPERATION, BRIDGE DELINEATION MARKERS (INCLUDING AND PARAPETS) SHALL BE INSTALLED ON THE APPROACH AND ONLY.
2. THE INSIDE EDGE OF THE DELINEATION MARKER THE BRIDGE SHALL BE IN LINE WITH THE INSIDE EDGE OF THE APPROACH OR FACE OF BRIDGE CURB OR PARAPET.
3. ALL DELINEATION MARKERS SHALL BE PLACED BY A STRAIGHT LINE FLARE WITH THE FIRST LINE OFFSET 48 INCH.
4. TREATMENT SHOULD BE IN ACCORDANCE WITH THE DELINEATION MANUAL.
5. REFLECTIVE SHEETING FOR OBJECT MARKERS SHALL BE TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

TYPE 3 - NARROW BRIDGE

2 LANE OPERATION - BETWEEN 18' AND 24' WIDE (B) 3 OR MORE LANE OPERATION EQUAL TO OR LESS THAN APPROACH PAVEMENT WIDTH



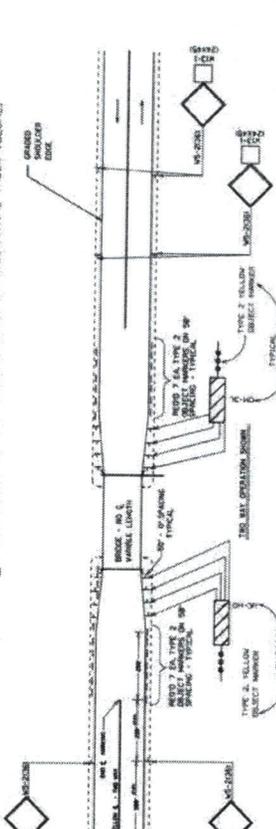
DESCRIPTION	UNIT	QTY.
OBJECT MARKERS TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q
DELIN. TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q

**GENERAL NOTES**

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3. ALL DELINEATION MARKERS SHALL BE PLACED BY A STRAIGHT LINE FLARE WITH THE FIRST LINE OFFSET 48 INCH.
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TYPE 4 - ONE LANE BRIDGE

BRIDGES LESS THAN 18' IN WIDTH (B) 18' WIDE WITH POOR APPROACH ALIGNMENT OR SUBSTANTIAL TRUCK VOLUME.



DESCRIPTION	UNIT	QTY.
OBJECT MARKERS TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q
DELIN. TYPE 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100	EACH	Q

**GENERAL NOTES**

1. ON BRIDGES WITH ONE WAY OPERATION, BRIDGE DELINEATION MARKERS (INCLUDING AND PARAPETS) SHALL BE INSTALLED ON THE APPROACH AND ONLY.
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**BARROW COUNTY  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**SECTION 150 – Traffic Control during Construction:**

Traffic Control during Construction shall be the sole responsibility of the Contractor.

All Traffic Control Devices used during construction shall be in full compliance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and Section 150 of the 2013 Georgia Department of Transportation Standard Specifications.

**BARROW COUNTY  
STATE OF GEORGIA**

**SPECIAL PROVISION**

It shall be the responsibility of the contractor to coordinate the location of Underground Utilities before any excavation, post driving or other activities are undertaken that might damage existing underground utilities.

The contractor shall securely cover any existing sign(s) that might conflict with or are being replaced with new signs or other traffic control devices.

No separate payment will be made for this work. The cost shall be included in the contractor's overall bid for the project.

**DEPARTMENT OF  
TRANSPORTATION STATE OF  
GEORGIA**

**Section 652—Painting Traffic Stripe**

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**Section 652—High Build Standard and Wet Weather Paint Traffic Stripe**

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**652.1 General Description**

This work includes furnishing and applying reflectorized standard and wet weather high build traffic line paint according to the Plans and these Specifications.

This Item also includes applying words and symbols according to Plan details, Specifications, and the current Manual on Uniform Traffic Control Devices.

**652.1.01 Definitions**

Painted Stripes: Solid or broken (skip) lines. The location and color are designated on the Plans.

Skip Traffic Stripes: Painted segments with unpainted gaps as specified on the Plans. The location and color are designated on the Plans.

**652.1.02 Related References**

**A. Standard Specifications**

- General Provisions 101 through 150.
- Section 656—Removal of Pavement Markings
- Section 870 – Paint
- EPA Method 3052
- EPA Method 6010C

**B. Referenced Documents**

ASTM	ASTM	Other
D711	E4941	AASHTO M 247
D3335	E1710	QPL 46, QPL 71
D3718	E2177	SOP 39
D4144		TT-P-1952E

**652.1.03 Submittals**

General Provisions 101 through 150.

**652.2 Materials**

Ensure that materials for painting traffic stripe, words, and symbols meet the following requirements:

**A. Traffic Line Paint**

Material	Section
Traffic Line Paint 6A and 6B	<u>870.2.02.A.4</u> and <u>870.2.02.A.5</u>

**B. Glass Spheres and Reflective Composite Optics**

Use glass spheres and/or reflective composite optics for the reflective media system that ensures the high build paint pavement markings meet the reflectance performance requirements in Subsection 652.3.06. Do not use glass spheres and/or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010, or other approved methods.

Ensure glass spheres meet the requirements of AAHTO M 247. Use glass spheres produced from an approved source listed on QPL 71. Glass beads conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Obtain approval from the Office of Materials to use alternate gradations.

**652.2.01 Delivery, Storage, and Handling**

**A. Storage:**

Ensure the paint does not cake, liver, thicken, curdle, gel, or show any other objectionable properties after storage for six months above 32 °F (0 °C).

**B. Handling:**

Mix thoroughly before use.

## **652.3 Construction Requirements**

### **652.3.01 Personnel**

General Provisions 101 through 150.

### **652.3.02 Equipment**

#### **A. Traveling Traffic Stripe Painter**

Use a traffic stripe painter that can travel at a predetermined speed both uphill and downhill, applying paint uniformly. Ensure that the painter feeds paint under pressure through nozzles spraying directly onto the pavement.

Use a paint machine equipped with the following:

1. Three adjacent spray nozzles capable of simultaneously applying separate stripes, either solid or skip, in any pattern.
2. Nozzles equipped with the following:
  - Cutoff valves for automatically applying broken or skip lines
  - A mechanical bead dispenser that operates simultaneously with the spray nozzle to uniformly distribute glass spheres and/or reflective composite optics at an application rate to meet the reflectance performance requirements in Subsection 652.3.06.
  - Line-guides consisting of metallic shrouds or air blasts
3. Tanks with mechanical agitators
4. Small, portable applicators or other special equipment as needed

#### **B. Hand Painting Equipment**

Use brushes, templates, and guides when hand painting.

#### **C. Cleaning Equipment**

Use brushes, brooms, scrapers, grinders, high-pressure water jets, or air blasters to remove dirt, dust, grease, oil, and other foreign matter from painting surfaces without damaging the underlying pavement.

### **652.3.03 Preparation**

Locate approved paint manufacturers on QPL 46.

Before starting each day's work, thoroughly clean paint machine tanks, connections, and spray nozzles, using the appropriate solvent.

Thoroughly mix traffic stripe paint in the shipping container before putting it into machine tanks.

Before painting, thoroughly clean pavement surfaces of dust, dirt, grease, oil, and all other foreign matter.

### **652.3.04 Fabrication**

General Provisions 101 through 150.

### **652.3.05 Construction**

#### **A. Alignment**

Ensure that the traffic stripe is the specified length, width, and placement. On sections where no previously applied markings are present, ensure accurate stripe location by establishing control points at spaced intervals. The Engineer will approve control points.

## B. Application

Apply traffic stripe paint by machine. If areas or markings are not adaptable to machine application, use hand equipment.

### 1. Application Rate

Paint will be subject to application rate checks.

Apply 5 in (125 mm) wide traffic stripe at the following minimum rates:

- a. Solid Traffic Stripe Paint: At least 34 gal/mile (80 L/km)
- b. Skip Traffic Stripe Paint: At least 10 gal/mile (24 L/km)

<b>NOTE: Change minimum rate proportionately for varying stripe widths.</b>
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### 2. Thickness

Maintain a 25 mils (0.58mm) minimum wet average thickness above the surface of the pavement.

### 3. Do not apply paint to areas of pavement when:

- The surface is moist or covered with foreign matter.
- Air temperature in the shade is below 50 °F (10 °C)
- Wind causes dust to land on prepared areas or blows paint and glass spheres and/or reflective composite optics around during application

### 4. Apply a layer of glass spheres and/or reflective composite optics immediately after laying the paint. Apply glass spheres and/or reflective composite optics at a rate to meet the reflectance performance requirements in Subsection 652.3.06.

## C. Protective Measures

Protect newly applied paint as follows:

### 1. Traffic

Control and protect traffic with warning and directional signs during painting. Set up warning signs before beginning each operation and place signs well ahead of the painting equipment. When necessary, use a pilot car to protect both the traffic and the painting operation.

### 2. Fresh Paint

Protect the freshly painted stripe using cones or drums. Repair stripe damage or pavement smudges caused by traffic according to Subsection 652.3.06.

## D. Appearance and Tolerance of Variance

Continually deviating from stated dimensions is cause for stopping the work and removing the nonconforming stripe. (See Section 656—Removal of Pavement Markings) Adhere to the following measurements:

### 1. Width

Do not lay stripe less than the specified width. Do not lay stripe more than 1/2 in (13 mm) over the specified width.

### 2. Length

Ensure that the 10 ft (3 m) painted skip stripe and the 30 ft (10 m) gap between painted segments vary no more than ± 1 ft (300 mm) each.

### 3. Alignment

- a. Ensure that the stripe does not deviate from the intended alignment by more than 1 in (25 mm) on straight lines or curves of 1 degree or less.
- b. Ensure that the stripe does not deviate by more than 2 in (50 mm) on curves exceeding 1 degree.

**652.3.06 Quality Acceptance**

**A. General**

For a minimum of 30 days from the time of placement, ensure the high build traffic paint pavement marking material shows no signs of failure due to blistering, excessive cracking, shipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retroreflectivity values with a 30 meter geometry retroreflectometer.

**B. Initial Retroreflectivity**

1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

a. High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

b. High Build Standard Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile; 3 times within the first

500 feet, 3 times in the middle, and 3 times within the last 500 feet. For projects less than one mile in length, measure retroreflectivity 9 times as above.

Record all retro reflectivity measurements on the form OMR CVP 66 in SOP 39.

2. Messages, Symbols, and Transverse Lines

Within 30 days of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m<sup>2</sup>.

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

**C. Six Month Retroreflectivity (Longitudinal Lines)**

Maintain the following minimum reflectance values for 180 days after installation:

a. High Build Wet Weather Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>
Wet recovery (ASTM E 2177)	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

b. High Build Standard Traffic Paint

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m <sup>2</sup>	250 mcd/lux/m <sup>2</sup>

Retest the in-place markings according to Subsection 652.3.06.B.1, 180 days after installation to ensure these minimum retroreflectance values are maintained.

**Note: The Contractor is responsible for retroreflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish 6 month test results to the Engineer within 180 days of application or prior to final acceptance, whichever comes first.**

**D. Thickness**

At the time of installation, check the thicknesses on all skip lines, edge lines and center lines according to ASTM D 4114.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile; once within the first 500 feet, once in the middle, and once within the last 500 feet. For projects less than one mile in length, measure the thickness above the pavement 3 times.

Record thickness measurements on the form OMR CVP 66 in SOP 39.

Submit results to the Engineer.

**E. Corrective Work**

For each mile section, if paint stripe fails to meet Plan details or Specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this Specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this Specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retroreflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensue when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile Section do not meet the performance criteria herein. The entire line within this one mile section will be determined to be deficient. If the evaluated section is less than 1.0 mile, a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient.

Retroreflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

**F. Acceptance Criteria**

Ensure that stripes and segments of stripes are clean-cut and uniform. Markings that do not appear uniform or satisfactory, either during the day or night, or do not meet Specifications, will be corrected at the Contractor's expense. Paint will be subject to application rate checks.

1. Correction of Alignment

When correcting a deviation that exceeds the permissible tolerance in alignment, do the following:

- a. Remove the affected portion of stripe, plus an additional 25 ft (8 m) in each direction according to Section 656—Removal of Pavement Markings.
- b. Paint a new stripe according to these Specifications.

2. Removal of Excess Paint

Remove misted, dripped, or spattered paint to the Engineer's satisfaction. Do not damage the underlying pavement during removal.

Refer to the applicable portions of Section 656—Removal of Pavement Markings.

### 652.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

### 652.4 Measurement

When traffic stripe is paid for by the square yard (meter), the number of square yards (meters) painted is measured and the space between stripes is included in the overall measurement.

Linear measurements are made on the painted surface by an electronic measuring device attached to a vehicle. On curves, chord measurements, not exceeding 100 linear feet (30 linear meters), are used.

Traffic stripe and markings, complete in place, are measured and accepted for payment as follows:

#### A. Solid Traffic Stripe

Solid traffic stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured.

#### B. Skip Traffic Stripe

Skip traffic stripe is measured by the gross linear foot (meter) or gross linear mile (kilometer). Unpainted spaces between the stripes are included in the overall measurements if the Plan ratio of 1 to 3 remains uninterrupted.

Measurement begins and ends on a stripe.

#### C. Pavement Markings

Markings are words and symbols completed according to Plan dimensions. Markings are measured by the unit.

### 652.4.01 Limits

General Provisions 101 through 150.

### 652.5 Payment

Payment will be full compensation for the work under this Section, including the following:

- Cleaning and preparing surfaces
- Furnishing materials, including paints, beads, and thinners
- Applying, curing, and protecting paints
- Protecting traffic, including providing and placing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Payment will be made under:

Item No. 652	Solid traffic stripe, _____ in (mm), ( <u>color</u> )	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe, _____ in (mm), ( <u>color</u> )	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, _____ in (mm), ( <u>color</u> )	Per linear foot (meter)
Item No. 652	Skip traffic stripe, _____ in (mm), ( <u>color</u> )	Per gross linear foot (meter)
Item No. 652	Pavement markings, words, and symbols, ( <u>color</u> )	Per each
Item No. 652	Traffic stripe, _____ in (mm), ( <u>color</u> )	Per square yard (meter)
Item No. 652	Solid traffic stripe, High Build Wet Weather, _____ in (mm), ( <u>color</u> )	Per linear mile (kilometer)

Item No. 652	Skip traffic stripe, High Build Wet Weather, _____ in (mm), ( <u>color</u> )	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, High Build Wet Weather, _____ in (mm), ( <u>color</u> )	Per linear foot (meter)
Item No. 652	Skip traffic stripe, High Build Wet Weather, _____ in (mm), ( <u>color</u> )	Per gross linear foot (meter)
Item No. 652	Pavement markings, High Build Wet Weather, words, and symbols, ( <u>color</u> )	Per each
Item No. 652	Traffic stripe, High Build Wet Weather, _____ in (mm), ( <u>color</u> )	Per square yard (meter)

**652.4.01 Adjustments**

General Provisions 101 through 150.

**BARROW COUNTY  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**DBE GOAL:**

DBE Goals do not apply to this project.

**PRE-CONSTRUCTION CONFERENCE:**

A Pre-Construction Conference shall be held on this project before any work is started by the contractor.

The Pre-Construction Conference shall include a County representative, Contractor representative, and a representative from the Georgia Department of Transportation.

**RETAINAGE:**

Retainage will be withheld at the rate of ten (10) percent of the monetary value of the work completed until the project has reached fifty (50) percent complete. At that time the retainage may be reduced to five (5) percent if the status of the work completed is satisfactory and approved by the Engineer.

Final payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by the County.

**FAILURE OR DELAY IN COMPLETING WORK ON TIME:**



Asphalt Raker.....	\$ 11.00
Asphalt Screed Person.....	\$ 10.50
Common or General.....	\$ 9.00
Form Setter.....	\$ 10.35
Guardrail Erector.....	\$ 13.50
Milling Machine Ground Person.....	\$ 10.00
Pipe Layer.....	\$ 10.20
Traffic Control Barricade Flagger.....	\$ 9.83

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 14.10
Asphalt Paver/Spreader.....	\$ 12.21
Backhoe/Excavator.....	\$ 10.80
Broom.....	\$ 11.80
Bulldozer.....	\$ 11.60
Compactor.....	\$ 10.00
Crane/Dragline.....	\$ 17.50
Crusher.....	\$ 14.00
Front End Loader.....	\$ 10.70
Material Transfer Vehicle (Shuttle Buggy).....	\$ 11.30
Mechanic.....	\$ 14.50
Milling Machine.....	\$ 11.50
Motorgrader Fine Blade.....	\$ 14.55
Motorgrader/Blade.....	\$ 14.00
Roller.....	\$ 10.00
Water Truck.....	\$ 11.25

TRUCK DRIVER

26,000 GVW & Under.....	\$ 10.76
26,001 GVW & Over.....	\$ 13.66

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

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

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

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

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

#### Non-Union Identifiers

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

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

## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

# EXHIBIT "A.1"

**AGREEMENT  
FOR  
OFF-SYSTEM SAFETY IMPROVEMENT PROJECT  
BETWEEN  
THE GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
BARROW COUNTY**

**PROJECT & P.I. #0013045**

**ACCOUNT CODE – 707002**

**CLASS – 315**

**DEPT I.D. – 4840470001**

**PROGRAM -- 4180601**

AGREEMENT  
For  
OFF SYSTEM SAFETY PROJECT  
Between  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
And  
BARROW COUNTY

This Agreement, made and entered into this 22 day of July 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and BARROW County, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out an Off-System Safety Project which consists of the construction of Project Number 0013045 and P.I. NUMBER 0013045, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Safety Projects for Georgia pursuant to provisions of 23 U.S.C. Section 148); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I  
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the installation of the safety elements consisting of the placement of standard road signs, roadway striping, and stop lines as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District Local Government Coordinator to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO standards for sidewalks; FHWA guidelines for pedestrian facilities; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT'S Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. Specifically, but not limited to the provisions governing the DEPARTMENT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's Standard Specifications and Special Provisions.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS.

#### ARTICLE II COVENANTS AGAINST CONTINGENT FEES.

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

#### ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work.

The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV  
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the Project no later than 730 calendar days from the day the Notice to Proceed is issued. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V  
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall to the extent permitted by law be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI  
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and, where applicable, cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VII  
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is two hundred seventy-five thousand dollars and zero cents (\$275,000.00). The total estimated cost of the PROJECT to be financed under the Department's Off-System Safety Program using Federal Safety funds is two hundred seventy-five thousand dollars and no cents (\$275,000.00) which is the total state contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall provide the DEPARTMENT with the amount awarded, the name of the contractor, and the completion date provided by the lowest responsive bidder. It is understood that the DEPARTMENT will pro-rate the maximum participation should the PROJECT be awarded at less than two hundred seventy-five thousand dollars and no cents (\$275,000.00).

The SPONSOR shall be solely responsible for any and all amounts in excess of such amount being payable only with non-Federal aid funds. In no event shall the State contribution of the project exceed \$275,000.00, which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT a revised budget estimate in accordance with the successful contractor's bid within ninety days from the date of the contractor's contract being awarded for construction, and before any construction work on the PROJECT may begin.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT'S progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. The first Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR

shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

#### ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT'S representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

#### ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT'S calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

#### ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI  
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII  
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular A133 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular A133 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

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

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

#### ARTICLE XIV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

#### ARTICLE XV OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

#### ARTICLE XVI CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in the City of Atlanta, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of zero percent (0%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Barrow County, Georgia

By: [Signature] (Seal)  
Commissioner

This Agreement, approved by

By: [Signature]  
Commissioner

Signed, sealed and delivered this 22 day of July, 2014, in the presence of:

[Signature]  
Witness

Danielle Austin  
Danielle Grace Austin  
Notary Public My Commission Expires 4/29/2016  
Notary Public  
Barrow Co  
Georgia

Barrow County, the 22  
Day of July 2014.

Attest:

[Signature]  
Treasurer



Attest:

[Signature]  
Name and Title  
58-6000783  
Agent

Federal Employer Identification

Number \_\_\_\_\_

EXHIBITS

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Terms and Conditions for Federal and Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace

EXHIBIT A

WORK PLAN

BARROW COUNTY  
Project #0013045  
P.I. #0013045

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Proposed Work: Placement of Striping, Standard Road Signs, and Stop Lines at various locations in BARROW County.

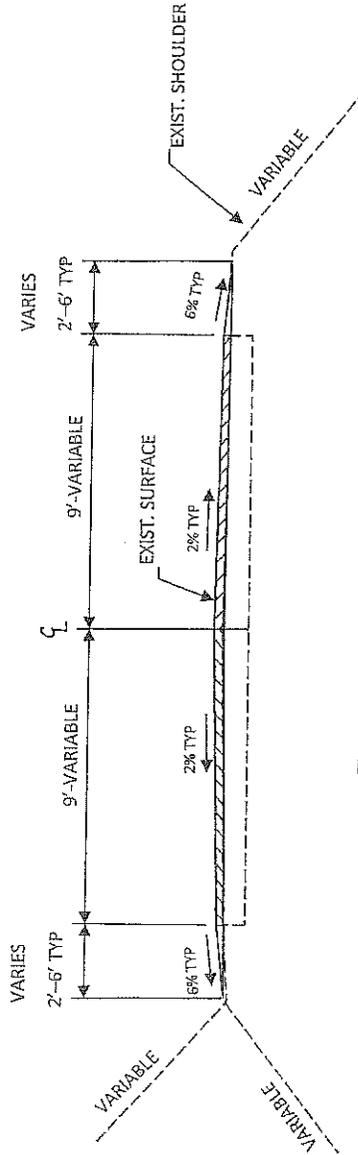
**Note:** The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.

**Note:** The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.

## GENERAL NOTES

1. The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.
2. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.
3. Signs that do not conform to current GDOT Signing guidelines and/or the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* are not included in the submittal.
4. All signs and markings shall be installed per the current GDOT Signing & Marking, and/or *MUTCD* guidelines. (Guidelines available on-line at [www.dot.state.ga.us](http://www.dot.state.ga.us), [www.dot.state.ga.us/dot/operations/traffic-safety-design](http://www.dot.state.ga.us/dot/operations/traffic-safety-design), and at [www.mutcd.fhwa.dot.gov](http://www.mutcd.fhwa.dot.gov)).
5. Any and all references to Type VI (Type 6) sign sheeting shall hereby mean and be deemed to mean Type IX (Type 9) sheeting for this project.
6. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under the proposed contract will be the responsibility of the County and at no cost to the Department of Transportation.
7. All traffic control shall comply with Section 150 of the Georgia Specifications, the *Manual on Uniform Traffic Control Devices* (current edition), and/or the Georgia Standards as they apply.
8. Any earthwork necessary for completion of this project shall be the responsibility of the local authorities and/or their representative.

### TYPICAL SECTION



### TYPICAL PAVEMENT SECTION

**NOTES:**

LIMITED TO ITEMS SET UP FOR PAYMENT UNDER THIS CONTRACT. ANY ITEMS OR WORK REQUIRED AND NOT COVERED BY THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W AND REMOVE OR ADJUST ALL UTILITIES AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

STRIPING AND RPMs TO BE PLACED IN ACCORDANCE WITH GDOT CONSTRUCTION DETAILS. ALL PLACEMENT OF PAVEMENT MARKINGS TO MEET MINIMUM REQUIREMENTS OF THE M.U.T.C.D. (CURRENT EDITION).

NOT TO SCALE

EXHIBIT B  
TERMS AND CONDITIONS

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:** 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.

- a. 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).
- b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):** The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b.
  - (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.
  - (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

- a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor,

Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

- d. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. Apprentices and Trainees (programs of the U.S. DOT).

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

BARROW COUNTY  
PROJECT #0013045  
P.I. #0013045

Project work is to begin within three months of receiving the approved signed contract and letter to proceed.

Construction will be completed by the date stated in the contract, Article IV, Time of Performance.

*The SPONSOR must submit at least one (1) invoice to the DEPARTMENT for payment no later than ten (10) months after the funds for this project were authorized by the DEPARTMENT. The funds for this project were authorized on April 2, 2014 therefore; an invoice must be submitted to DEPARTMENT no later than February 2, 2015. Failure to comply with this directive may result in de-obligation of funds and forfeiture of future off-system funding.*

EXHIBIT D

BUDGET ESTIMATE

BARROW COUNTY  
PROJECT #0013045  
P.I. #0013045

SECTION	DESCRIPTION	ESTIMATED COST
SIGNS	Sheeting, posts, hardware	\$62,281.00
MARKINGS	Striping & Stop Bars	\$192,969.00
TRAFFIC Control		\$6,000.00
E&I Funds	Engineering & Inspection Costs	\$13,750.00
	<b>TOTAL COST ESTIMATE</b>	<b>\$275,000.00</b>

EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
  
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Barrow CO BOC whose address is 30 N Broad St Winder GA 30680 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

7/20/14  
Date

  
Signature

APPENDICES

- Appendix A                      Sponsor Certification regarding  
Debarment, Suspension, and other  
Responsibility Matters
- Appendix B                      Lower Tier Contractor Certification  
regarding Debarment, Suspension, and  
other Responsibility Matters
- Appendix C                      Certification of Department of  
Transportation - State of Georgia

APPENDIX A

SPONSOR  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the County manager  
and duly authorized representative of  
Barrow County BOC, whose address is  
30 N Broad St Winder GA 30680,  
and I certify that I have read and understand the attached  
instructions and that to the best of my knowledge and belief  
the firm and its representatives:

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, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date 7/22/14

 (Seal)



## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

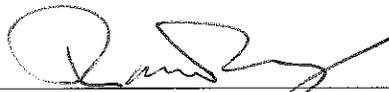
APPENDIX B

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the County Manager and  
duly authorized representative of the firm of Barrow County  
BOC, whose address is  
30 N Broad St, Winder, GA 30680, and I  
certify that I have read and understand the attached instructions  
and that to the best of my knowledge and belief the firm and its  
representatives:

- (a) 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;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: 7/22/14

  
(Seal)



## INSTRUCTIONS

### Instructions for Appendix B Certification

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --- Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix B.
2. The certification, Appendix B, 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the 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 pursue available remedies, including suspension and/or debarment.

APPENDIX C

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above Sponsor or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

10-9-14  
Date

  
Commissioner

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contracting Entity: OFF SYSTEM SAFETY IMPROVEMENTS

Address:

Contract No. & Name:

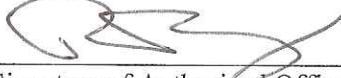
BARROW COUNTY BOARD OF COMMISSIONERS, 30 N. BROAD ST. WINDER, GA 30680

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

76555  
E-Verify / Company Identification Number

  
Signature of Authorized Officer or Agent

12/20/2007  
Date of Authorization

Randall Dowling  
Printed Name of Authorized Officer or Agent

County Manager  
Title of Authorized Officer or Agent

7/22/14  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

22 DAY OF July, 2014

Danielle Austin  
Notary Public

[NOTARY SEAL]

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

**Danielle Grice Austin**  
**My Commission Expires 4/29/2016**  
**Notary Public**  
**Barrow Co**  
**Georgia**

**RFB2015-3 BID FORM – Page 1 of 2**  
**(Submit an Original and Two Copies)**

PROJECT: RFB2015-3 -- Off System Safety Improvement Project (#FG061)

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY: \_\_\_\_\_ (Hereinafter called "Bidder")

NAME, ADDRESS AND TELEPHONE NUMBER OF PRIME/GENERAL CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Barrow County Board of Commissioners:

Having carefully examined the Request For Bid and Specifications for RFB2015-3, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials as called for by RFB2015-3, and complete all Work within 550 calendar days from the day the Notice To Proceed is issued, in accordance with said documents, for a total bid amount of (complete Page 2 and furnish with Page 1):

\_\_\_\_\_ (\$\_\_\_\_\_)

It is understood that Barrow County is only obligated for actual quantities installed and that payment(s) will be made based upon material tickets and satisfactory field inspections. Included and attached is a Bid Bond in the amount of five percent (5%) of this Bid.

Signed, sealed, and dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

Bidder: \_\_\_\_\_ (Seal)  
(Company Name)

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

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

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

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

BARROW COUNTY PROJECT (# FG061)  
 GADOT P.I. # 0013045  
 OFF SYSTEM SAFETY IMPROVEMENT PROJECT

RFB2015-3, BID FORM - Page 2 of 2 (Submit an Original and Two Copies)

**Section Signs**

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
636-1020	348	SF		HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	
636-1033	1389	SF		HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	
636-1036	160	SF		HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	
636-2070	4400	LF		GALV STEEL POSTS, TP 7	
636-5030	48	EA		DELINEATOR, TP 3A	
<b>Section Sub Total:</b>					

**Section Markings**

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
429-1000	12	EA		RUMBLE STRIPS, THERMOPLASTIC	
652-2501	92	LM		SOLID TRAFFIC STRIPE, 5 IN, WHITE, HIGH BUILD STANDARD PAINT	
652-2502	82	LM		SOLID TRAFFIC STRIPE, 5 IN, YELLOW, HIGH BUILD STANDARD PAINT	
652-3501	2	GLM		SKIP TRAFFIC STRIPE, 5 IN, WHITE, HIGH BUILD STANDARD PAINT	
652-3502	11	GLM		SKIP TRAFFIC STRIPE, 5 IN, YELLOW, HIGH BUILD STANDARD PAINT	
653-0100	4	EA		RR SYMBOL, STANDARD THERMOPLASTIC	
653-0120	191	EA		STANDARD THERMOPLASTIC PVMT MARKING, ARROW, TP 2	
653-0220	34	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 2, "STOP"	
653-0230	10	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 3A, "SCHOOL"	
653-0240	33	EA		STANDARD THERMOPLASTIC PVMT MARKING, WORD, TP 4, "AHEAD"	
653-1704	736	LF		STANDARD THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	
653-1804	120	LF		STANDARD THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	
653-6004	1268	SY		STANDARD THERMOPLASTIC TRAFFIC STRIPE-WHITE	
653-6006	3826	SY		STANDARD THERMOPLASTIC TRAFFIC STRIPE-YELLOW	
656-1004	19376	GLF		REMOVE EXIST SKIP TRAFFIC STRIPE, 4 IN, PAINT	
<b>Section Sub Total:</b>					

**Section Traffic Control**

Item Number	Approx. Quantity	Unit of Measure	Unit Price (Dollars/Cents)	Item Description	Bid Amount (Dollars/Cents)
150-1000	1	EA		TRAFFIC CONTROL	
<b>Section Sub Total:</b>					

**Total Bid Amount:**

# BID BOND

## BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_

OWNER (hereinafter referred to as the "County" (Name and Address):

Barrow County, Georgia  
30 North Broad Street  
Winder, Georgia 30680

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

\_\_\_\_\_

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER

SURETY

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

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

Signature and Title:

Signature and Title:

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title:

Signature and Title:

Note:

- (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
- (2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 The County accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
  - 3.2 All Bids are rejected by the County; or
  - 3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.
12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

# **PAYMENT BOND**

## **BARROW COUNTY, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2015-3 OFF SYSTEM SAFETY IMPROVEMENT PROJECT (PROJECT #FG061), (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

(Signatures Continued on Next Page)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

# PERFORMANCE BOND

## BARROW COUNTY, GEORGIA

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the County, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as RFB2015-3 OFF SYSTEM SAFETY IMPROVEMENT PROJECT (PROJECT #FG061), (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County from any and all losses, liability and

damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:
  - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the County to the Contractor's Surety; and
  - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the principal and Contractor's Surety have hereunto affixed

their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**CONSTRUCTION SERVICES AGREEMENT**  
**FOR THE OFF SYSTEM SAFETY IMPROVEMENT PROJECT**

This Construction Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between BARROW COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, ("Contractor"), collectively referred to as the "Parties".

**W I T N E S S E T H:**

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for construction of the Project pursuant to Barrow County Request for Bid 2015-3, Project Number FG061, dated October 29, 2014; (the "RFB" a copy of which is maintained in the files of the Barrow County Purchasing Department); and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded Project Number FG061 to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid to perform the construction services described herein, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

**Section 1. Contract Documents**

The following documents, attached hereto and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Bid (maintained on file with the Purchasing Department);
- C. Bid Documents from Contractor, dated \_\_\_\_\_, \_\_\_\_\_, with portions attached hereto as Exhibit “A”;
- D. Performance Bond and Payment Bond (included in the RFB maintained on file with the Purchasing Department);
- E. DOT Agreement, as defined below, attached hereto as Exhibit “A.1”;
- F. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit “B”;
- G. Final Affidavit, attached hereto as Exhibit “C”;
- H. Alien Employment affidavits attached hereto as Exhibits “D” and “E”;
- I. Plans and specifications, including but not limited to the Scope and Procedure, the Work Plan and DOT agreement (included in the RFB maintained on file with the Purchasing Department), with any modifications (if issued) attached hereto as Exhibit “F”;
- J. Key Personnel, attached hereto as Exhibit “G”;
- K. Notice of Award, attached hereto as Exhibit “H”;
- L. Barrow County Code of Ethics;
- M. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the Contract Documents, that provision that inures most to the benefit of the County, as determined by the County in its sole discretion, shall govern.

**Section 2. Project Description**

The Project is defined generally as follows: RFB2015-3 Project #FG061, Off System Safety Improvement Project, which is generally described as roadway signage, traffic line re-striping and pavement markings for various roadways throughout Barrow County (the “Project”).

**Section 3. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the Work described in the Scope and Procedure, Work Plan, FHWA-1273, Bid Form, DOT agreement and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of County’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

The Contractor understands and agrees that the Work is funded pursuant to that Agreement for Off-System Safety Improvement Project between the Georgia Department of Transportation and Barrow County Project & P.I. #0013045 dated the 22 day of July, 2014 (the “DOT Agreement,” attached hereto as Exhibit “A.1”). The Contractor has reviewed, and will cause its subcontractors and suppliers to review, the DOT Agreement and all documents, exhibits, appendices, laws, and regulations referenced therein and agrees to ensure that all of the Work is performed in compliance with all requirements contained therein and that all subcontracts incorporate a copy of the DOT Agreement and require all subcontractors to perform in compliance with all requirements contained therein.

**Section 4. Contract Periods; Liquidated Damages**

A. Contract Periods/Contract Term. Contractor warrants and represents that it will

perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written "Notice to Proceed" provided by the County (the "Commencement Date"), and the Parties intend that all Work shall be completed on or before the date **550 calendar days following the of commencement specified in the Notice to Proceed**. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred Fifty and 00/100 Dollars (\$150.00)** for each and every calendar day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
  - (2) An increase in equipment or tools;
  - (3) An increase in hours of work or number of shifts;
  - (4) Expediting delivery of materials; and/or
  - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures

taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

**Section 5. Contractor's Compensation; Time and Method of Payment**

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$\_\_\_\_\_, except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the unit price shown on the Contractor's Bid Form and actual quantities installed.
  
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366. Contractor understands and agrees that County will have no obligation to make payments on invoices to Contractor until County receives applicable funds from the Georgia Department of Transportation.
  
- C. County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the County until Final Completion. Once fifty percent (50%) of the Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County, no additional retainage shall be withheld, except as provided below. At the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the County determines that the Work is

unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the County, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Final Completion of the Work and as the County determines the Work to be reasonably satisfactory, the County shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the County shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, however, that the value of each subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Neither final payment nor any retained percentage shall become due until the Contractor submits to the County: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to

expire until at least 30 calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers; and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to the Barrow County Engineering Department, 30 North Broad Street, Winder, Georgia 30680 for approval, with a copy submitted electronically to [payables@barrowga.org](mailto:payables@barrowga.org). Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

**Section 6. Change Orders**

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered

and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
  
- D. The County Manager has authority to execute without further action of the Barrow County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the Barrow County Board of Commissioners.

**Section 7. Covenants of Contractor.**

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants,

volunteers and agents (hereinafter referred to as “County Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense (hereinafter “Liabilities”), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

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

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
  - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

- (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.
  - (e) Valuable Papers policy in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
- (a) General Liability and Automobile Liability Coverage.
    - (i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
    - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
    - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
    - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
    - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

- (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) All Coverages:
  - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
  - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required

insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insureds and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

*(1) E-Verify Affidavit*

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "D" and "E" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract

to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "D", and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "E", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "E" to the County within five (5) business days of receipt from any subcontractor.

The County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "D" and incorporated herein by this reference.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 or more employees.

\_\_\_\_\_ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.

- (3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit “G” are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor’s Project Manager or members of the project team, as listed in Exhibit “G”, without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County’s decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor’s obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor (“materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the County. Meetings will occur as

problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

**1. Compliance with Regulations**

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

**2. Nondiscrimination**

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the County, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or GDOT or the

Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

**5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, County shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

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

**6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the County or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interest of the County and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

**Section 8. Covenants of the County**

A. Right of Entry

The County shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

**Section 9. Warranty**

The Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general

maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

**Section 10. Termination**

A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a

termination for convenience under the terms of Section 10(A) above.

- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**Section 11. Miscellaneous**

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
  - (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of

competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.

F. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

G. Notices.

*(1) Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between \_\_\_\_\_ for the County and \_\_\_\_\_ for the Contractor.

*(2) Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
c/o Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

**NOTICE TO CONTRACTOR** shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Future changes in address shall be effective only upon written notice being given

by the County to the Contractor or by the Contractor to the County Manager via one of the delivery methods described in this Section.

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.

- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:** \_\_\_\_\_

**BARROW COUNTY, GEORGIA**

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

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED  
in the presence of:

SIGNED, SEALED, AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

[NOTARY SEAL]

[NOTARY SEAL]

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

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

**EXHIBIT “A”**

[BID DOCUMENTS]

# EXHIBIT "A.1"

**AGREEMENT  
FOR  
OFF-SYSTEM SAFETY IMPROVEMENT PROJECT  
BETWEEN  
THE GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
BARROW COUNTY**

**PROJECT & P.I. #0013045**

**ACCOUNT CODE – 707002**

**CLASS – 315**

**DEPT I.D. – 4840470001**

**PROGRAM -- 4180601**

AGREEMENT  
For  
OFF SYSTEM SAFETY PROJECT  
Between  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
And  
BARROW COUNTY

This Agreement, made and entered into this 22 day of July 2014, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and BARROW County, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out an Off-System Safety Project which consists of the construction of Project Number 0013045 and P.I. NUMBER 0013045, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Safety Projects for Georgia pursuant to provisions of 23 U.S.C. Section 148); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a)(7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking.

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I  
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be the installation of the safety elements consisting of the placement of standard road signs, roadway striping, and stop lines as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set out herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District Local Government Coordinator to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO standards for sidewalks; FHWA guidelines for pedestrian facilities; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT'S Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. Specifically, but not limited to the provisions governing the DEPARTMENT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's Standard Specifications and Special Provisions.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS.

#### ARTICLE II COVENANTS AGAINST CONTINGENT FEES.

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

#### ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work.

The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV  
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the Project no later than 730 calendar days from the day the Notice to Proceed is issued. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto.

ARTICLE V  
RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall to the extent permitted by law be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI  
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and, where applicable, cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VII  
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6 and not prohibited by the Laws of the State of Georgia.

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is two hundred seventy-five thousand dollars and zero cents (\$275,000.00). The total estimated cost of the PROJECT to be financed under the Department's Off-System Safety Program using Federal Safety funds is two hundred seventy-five thousand dollars and no cents (\$275,000.00) which is the total state contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall provide the DEPARTMENT with the amount awarded, the name of the contractor, and the completion date provided by the lowest responsive bidder. It is understood that the DEPARTMENT will pro-rate the maximum participation should the PROJECT be awarded at less than two hundred seventy-five thousand dollars and no cents (\$275,000.00).

The SPONSOR shall be solely responsible for any and all amounts in excess of such amount being payable only with non-Federal aid funds. In no event shall the State contribution of the project exceed \$275,000.00, which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT a revised budget estimate in accordance with the successful contractor's bid within ninety days from the date of the contractor's contract being awarded for construction, and before any construction work on the PROJECT may begin.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT'S progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. The first Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR

shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

#### ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The SPONSOR will allow examination and verification of costs by the DEPARTMENT'S representatives before final payment is made, in accordance with the provisions of Article XII, herein. If the DEPARTMENT'S examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

#### ARTICLE IX CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT'S calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

#### ARTICLE X RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI  
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII  
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular A133 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular A133 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII  
SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

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

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

#### ARTICLE XIV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

#### ARTICLE XV OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

#### ARTICLE XVI CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in the City of Atlanta, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.
- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of zero percent (0%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.

H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

Barrow County, Georgia

By: [Signature] (Seal)  
Commissioner



This Agreement, approved by

By: [Signature]  
Commissioner

Signed, sealed and delivered this 22 day of July, 2014, in the presence of:

[Signature]  
Witness

Danielle Austin  
Danielle Grace Austin  
Notary Public My Commission Expires 4/29/2016  
Notary Public  
Barrow Co  
Georgia

Barrow County, the 22  
Day of July 2014.

Attest:

[Signature]  
Treasurer



Attest:

[Signature]  
Name and Title  
58-6000783  
Agent

Federal Employer Identification

Number \_\_\_\_\_

EXHIBITS

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Terms and Conditions for Federal and Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace

EXHIBIT A

WORK PLAN

BARROW COUNTY  
Project #0013045  
P.I. #0013045

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

Proposed Work: Placement of Striping, Standard Road Signs, and Stop Lines at various locations in BARROW County.

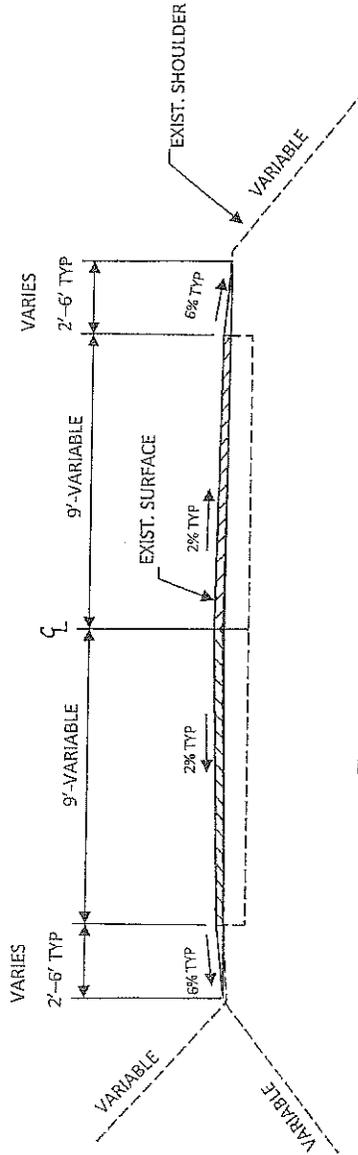
**Note:** The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.

**Note:** The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.

## GENERAL NOTES

1. The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.
2. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.
3. Signs that do not conform to current GDOT Signing guidelines and/or the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* are not included in the submittal.
4. All signs and markings shall be installed per the current GDOT Signing & Marking, and/or *MUTCD* guidelines. (Guidelines available on-line at [www.dot.state.ga.us](http://www.dot.state.ga.us), [www.dot.state.ga.us/dot/operations/traffic-safety-design](http://www.dot.state.ga.us/dot/operations/traffic-safety-design), and at [www.mutcd.fhwa.dot.gov](http://www.mutcd.fhwa.dot.gov)).
5. Any and all references to Type VI (Type 6) sign sheeting shall hereby mean and be deemed to mean Type IX (Type 9) sheeting for this project.
6. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under the proposed contract will be the responsibility of the County and at no cost to the Department of Transportation.
7. All traffic control shall comply with Section 150 of the Georgia Specifications, the *Manual on Uniform Traffic Control Devices* (current edition), and/or the Georgia Standards as they apply.
8. Any earthwork necessary for completion of this project shall be the responsibility of the local authorities and/or their representative.

### TYPICAL SECTION



### TYPICAL PAVEMENT SECTION

#### NOTES:

LIMITED TO ITEMS SET UP FOR PAYMENT UNDER THIS CONTRACT. ANY ITEMS OR WORK REQUIRED AND NOT COVERED BY THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W AND REMOVE OR ADJUST ALL UTILITIES AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

STRIPING AND RPMs TO BE PLACED IN ACCORDANCE WITH GDOT CONSTRUCTION DETAILS. ALL PLACEMENT OF PAVEMENT MARKINGS TO MEET MINIMUM REQUIREMENTS OF THE M.U.T.C.D. (CURRENT EDITION).

NOT TO SCALE

EXHIBIT B  
TERMS AND CONDITIONS

FHWA-1273 -- Revised May 1, 2012

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

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

ATTACHMENTS

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:** 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.

- a. 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).
- b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):** The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.  
  
(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.  
(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.  
  
(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### 4. Apprentices and trainees

- a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor,

Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. **Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

- d. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- e. **Apprentices and Trainees (programs of the U.S. DOT).**

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

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of eligibility.**
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
  - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions
  3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
  4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
  5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK SCHEDULE

BARROW COUNTY  
PROJECT #0013045  
P.I. #0013045

Project work is to begin within three months of receiving the approved signed contract and letter to proceed.

Construction will be completed by the date stated in the contract, Article IV, Time of Performance.

*The SPONSOR must submit at least one (1) invoice to the DEPARTMENT for payment no later than ten (10) months after the funds for this project were authorized by the DEPARTMENT. The funds for this project were authorized on April 2, 2014 therefore; an invoice must be submitted to DEPARTMENT no later than February 2, 2015. Failure to comply with this directive may result in de-obligation of funds and forfeiture of future off-system funding.*

EXHIBIT D

BUDGET ESTIMATE

BARROW COUNTY  
PROJECT #0013045  
P.I. #0013045

SECTION	DESCRIPTION	ESTIMATED COST
SIGNS	Sheeting, posts, hardware	\$62,281.00
MARKINGS	Striping & Stop Bars	\$192,969.00
TRAFFIC Control		\$6,000.00
E&I Funds	Engineering & Inspection Costs	\$13,750.00
	<b>TOTAL COST ESTIMATE</b>	<b>\$275,000.00</b>

EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain

compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
  
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Barrow CO BOC whose address is 30 N Broad St Winder GA 30680 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

7/20/14  
Date

  
Signature

APPENDICES

- Appendix A                      Sponsor Certification regarding  
Debarment, Suspension, and other  
Responsibility Matters
- Appendix B                      Lower Tier Contractor Certification  
regarding Debarment, Suspension, and  
other Responsibility Matters
- Appendix C                      Certification of Department of  
Transportation - State of Georgia

APPENDIX A

SPONSOR  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the County manager  
and duly authorized representative of  
Barrow County BOC, whose address is  
30 N Broad St Winder GA 30680,  
and I certify that I have read and understand the attached  
instructions and that to the best of my knowledge and belief  
the firm and its representatives:

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, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date 7/22/14

 (Seal)



## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

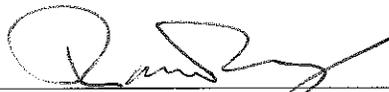
APPENDIX B

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the County Manager and  
duly authorized representative of the firm of Barrow County  
BOC, whose address is  
30 N Broad St, Winder, GA 30680, and I  
certify that I have read and understand the attached instructions  
and that to the best of my knowledge and belief the firm and its  
representatives:

- (a) 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;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: 7/22/14

  
(Seal)



## INSTRUCTIONS

### Instructions for Appendix B Certification

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --- Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix B.
2. The certification, Appendix B, 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A 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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the 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 pursue available remedies, including suspension and/or debarment.

APPENDIX C

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above Sponsor or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

10-9-14  
Date

  
Commissioner

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contracting Entity: OFF SYSTEM SAFETY IMPROVEMENTS

Address:

Contract No. & Name:

BARROW COUNTY BOARD OF COMMISSIONERS, 30 N. BROAD ST. WINDER, GA 30680

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

76555  
E-Verify / Company Identification Number

  
Signature of Authorized Officer or Agent

12/20/2007  
Date of Authorization

Randall Dowling  
Printed Name of Authorized Officer or Agent

County Manager  
Title of Authorized Officer or Agent

7/22/14  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

22 DAY OF July, 2014

Danielle Austin  
Notary Public

[NOTARY SEAL]

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

**Danielle Grice Austin**  
**My Commission Expires 4/29/2016**  
**Notary Public**  
**Barrow Co**  
**Georgia**

**EXHIBIT "B"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA  
COUNTY OF BARROW**

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_ (the "Bidder") that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive of sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_.

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

[NOTARY SEAL]

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

**EXHIBIT "C"**

**FINAL AFFIDAVIT**

**TO BARROW COUNTY, GEORGIA**

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the construction of Project #FG061 Off Systems Safety Improvement Project for Barrow County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

[NOTARY SEAL]

My Commission Expires  
\_\_\_\_\_

**EXHIBIT "D"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_  
(city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_.

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

[NOTARY SEAL]

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

**EXHIBIT "E"**

**STATE OF GEORGIA**

**COUNTY OF BARROW**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city),  
\_\_\_\_\_(state).

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Name of Project

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_,201\_\_.

\_\_\_\_\_  
Name of Public Employer

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT "F"**



**EXHIBIT “H”**

[INSERT NOTICE OF AWARD]

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT TITLE: RFB2015-3 OFF SYSTEM SAFETY IMPROVEMENT PROJECT**

Barrow County Board of Commissioners (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on \_\_\_\_\_, 2014. You are hereby notified that your Bid has been accepted for the Project in the amount of \$\_\_\_\_\_ dollars.

You are required in the bid documents to furnish the required Payment Bond in the amount of one hundred ten (110%) and Performance Bond in the amount of one hundred percent (100%) of the Contract amount. Also, a Certificate(s) of Insurance is to be submitted as called for in the bid documents. Attached please find the fully executed Construction Agreement for your use. Upon Barrow County's receipt of the other stated documents, a NOTICE TO PROCEED will be generated.

If you fail to furnish the other stated documents within ten (10) days from the date of receipt of this document, Owner will be entitled to such rights as may be granted by law to insure Project is completed on schedule.

Please acknowledge a copy of this Notice of Award and return it to: Cindy Clack, Purchasing Agent, Barrow County Board of Commissioners, 30 North Broad Street, Winder, GA 30680.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)**

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

Randall Dowling, County Manager

**ACCEPTANCE OF NOTICE OF AWARD:**

**RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:**

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: RFB2015-3 OFF SYSTEM SAFETY IMPROVEMENT PROJECT

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the Work in accordance with Agreement.

Date this \_\_\_ day of \_\_\_\_\_, 2015.

BY: \_\_\_\_\_, Randall Dowling, County Manager  
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

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Receipt of the above "Notice to Proceed" is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

BY: \_\_\_\_\_ (CONTRACTOR)  
TITLE: \_\_\_\_\_

---

COUNTY OF BARROW

STATE OF GEORGIA

**BARROW COUNTY ETHICS ORDINANCE**

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I Thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

**WHEREAS**, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

**WHEREAS**, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

**WHEREAS**, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;

**WHEREAS**, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

**WHEREAS**, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

**WHEREAS**, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

**WHEREAS**, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

**WHEREAS**, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

**WHEREAS**, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

**ARTICLE ONE: GENERAL PROVISIONS**

**Section One.            Short Title.**

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be Cited and referred to as such.

**Section Two.            Definitions.**

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning provided herein. When no inconsistent with the context, words used in the present tense include the future, words in the plural number included the singular number and words in the singular number include the plural number.

- (A) **"Board"** means the Barrow County Board of Commissioners.
- (B) **"Board of Ethics"** means the Barrow County Board of Ethics as formed and described herein.
- (C) **"Business Entity"** means any business of whatever nature regardless of how designated or formed, whether a sole proprietorship, partnership, joint venture, association, trust, corporation, limited liability company, or any other type of business enterprise and whether a person acting on behalf of, or as a representative or agent of, the business entity.
- (D) **"Confidential Information"** means any information that, by law or practice, is not reasonably available to the public.
- (E) **"County Official"** means the Barrow County Board of Commissioners, any member of a board, commission or authority appointed by the Board, the Chief of

Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

- (F) **“Employee”** means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.
- (G) **“Family”** means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.
- (H) **“Interest”** means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:
- (1) His or her family;
  - (2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;
  - (3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is

controlled or owned directly or indirectly by the county official or employee.

- (l) **“Official Act” or “Official Duties”** means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

## **ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES**

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

### **Section One.**

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

### **Section Two.**

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

### **Section Three.**

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

### **Section Four.**

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

**Section Five**

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

**Section Six**

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

**Section Seven.**

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Eight.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Nine.**

Expose corruption wherever discovered.

**Section Ten.**

Uphold these principles, ever conscious that public office is a public trust.

**ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS**

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:

**Section One.**

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

**Section Two.**

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

**Section Three.**

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

**Section Four.**

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

**Section Five.**

Expose corruption wherever discovered.

**Section Six.**

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

**Section Seven.**

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.

**Section Eight.**

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

**Section Nine.**

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

**ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES**

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

**Section One. Compliance with Applicable Law.**

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

**Section Two. Conflict of Interest Transactions.**

- (A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of

the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

- (1) The designation of a bank or trust company as a depository for county funds;
- (2) The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;
- (3) Contracts entered into with a business which employs a consultant, provided that the consultant's employment with the business is not incompatible with this Ordinance;
- (4) Contracts for services entered into with a business which is the only available source for such goods or services; and
- (5) Contracts entered into under circumstances that constitute an emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.

**Section Three.**                    **Financial Disclosures.**

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

**Section Four.**                    **Zoning Application Disclosures.**

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A. § 36-67A-1, et seq., as it may be amended from time to time.

**Section Five.**                    **Disclosures Related to Submission of Bids or Proposals for County Work or Contract.**

Persons submitting bids or proposals for county work who have contributed \$250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

**Section Six.**                    **Withholding of Information.**

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

**Section Seven.**                    **Incompatible Service.**

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless

otherwise permitted by law and unless public disclosure is made.

**Section Eight.**            **Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

**Section Nine.**            **Political Recrimination and Activity.**

- (A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.
- (B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.
  - (1) *Seeking elective office.* A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a

request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

- (2) *Political campaign involvement.* A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.
- (3) *Solicitation of contributions.* A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

**Section Ten.**      **Appearance Before County Entities.**

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

**Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.**

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

**Section Twelve. Solicitation or Acceptance of Gifts.**

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

- (1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.
- (2) An occasional gift from a single source of \$101.00 or less in any calendar year.
- (3) Ceremonial gifts or awards.

- (4) Gifts of advertising value only or promotional items generally distributed  
To public officials.
- (5) Awards presented in recognition of public service.
- (6) Reasonable expenses of food, travel, lodging and scheduled entertainment  
for a meeting that is given in return for participation in a panel or speaking  
engagement at the meeting.
- (7) Courtesy tickets or free admission extended for an event as a courtesy or  
for ceremonial purposes, given on an occasional basis and not to include  
season tickets of any nature.
- (8) Gifts from relatives or members of the County Official or Employee's  
household.
- (9) Honorariums or awards for professional achievement.
- (10) Courtesy tickets or free admission to educational seminars, educational or  
information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed legislation or action before the Board shall immediately disclose publicly the nature and extent of such interest.

Any other County Official or Employee who has a financial or personal interest in any proposed legislation or action before the Board and who participates in discussion with or gives an official opinion or recommendation to the Board in connection with such proposed legislation or action shall disclose publicly the nature and extent of such interest.

**Section Fourteen.      Abstention to Avoid Conflicts of Interest.**

- (A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.
- (B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.
- (C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

**ARTICLE FIVE: THE BOARD OF ETHICS**

**Section One.      Creation and Composition of Board of Ethics.**

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

- (A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.
- (B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:

- (C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;
- (D) One appointee of the Barrow County Personnel Review Board; and
- (E) One appointee of the Barrow County Board of Commissioners, which appointee Shall be selected by a majority vote of the Board of Commissioners.

**Section Two.**                      **Appointment Procedures.**

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made

In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

**Section Three.**                    **Qualifications of Members of Board of Ethics.**

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

- (A) Resides in the County and is a registered voter;
- (B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment  
Or be the spouse, parent, child or sibling of an Employee or County Official;
- (C) Is not an officer or employee of any political party;
- (D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

**Section Four.**                    **Terms; Vacancies.**

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this

Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

**Section Five.**                    **Removal of Member.**

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

**Section Six.**                    **Organization and Internal Operating Regulations.**

- (A) Members of the Board of Ethics shall not be compensated.
- (B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.
- (C) There shall be no regularly scheduled monthly or bimonthly meetings of the

Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

- (D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.
- (E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

**Section Seven. Duties and Powers.**

The Board of Ethics shall have the following duties and powers:

- (A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.
- (B) To receive and hear complaints of violations of standards required by this Ordinance.
- (C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.
- (D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.

- (E) To perform any other function authorized by this Ordinance.
- (F) To issue advisory opinions as provided in this Ordinance.

**Section Eight. Staffing and Expenses.**

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

**Section Nine. Counsel.**

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

**Section Ten. Adherence to the Ethics Ordinance.**

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.

**Section Eleven. Prohibition Against Certain Conflicting Political Activity.**

(A) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

- (1) **“Member of the Board of Ethics”** means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.
- (2) **“Political Party”** means a national political party, a state political party, a political action committee, and/or any affiliated organization.
- (3) **“Election”** includes a primary, special and general election.
- (4) **“Nonpartisan Election”** means:
  - (a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and
  - (b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character
- (5) **“Partisan”** when used as an adjective, refers to a political party.
- (6) **“Political Fund”** means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or

anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

- (7) “**Contribution**” means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

- (1) Register and vote in any election;
- (2) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;
- (3) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;
- (4) Attend a political convention, rally, fundraising function, or other political gathering;
- (5) Sign a political petition as an individual;
- (6) Make a financial contribution to a political party or organization;
- (7) Take an active part, as a candidate or in support of a candidate, in a

nonpartisan election;

- (8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;
- (9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and
- (10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

**(C) Prohibited Activities.**

- (1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.
- (2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:
  - (a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;
  - (b) Organize or reorganize a political party organization or political club;
  - (c) Directly or indirectly solicit, receive, collect, handle, disburse, or

account for assessments, contributions or other funds for a partisan political purpose;

- (d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;
- (e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;
- (f) Become a candidate for, or campaign for, an elective public office In a partisan election;
- (g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;
- (h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;
- (i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;
- (j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;
- (k) Serve as a delegate, alternate or proxy to a political party convention;
- (l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan

candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

- (3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

**Section Twelve. Limitation of Liability.**

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

**Section Thirteen. Advisory Opinion.**

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

**Section Fourteen. Complaints.**

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:

(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavits(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show

affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

- (C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.
- (D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.
- (E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.
- (F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems

Necessary to fulfill its obligations under this Ordinance.

**Section Fifteen.            Disciplinary Action.**

- (A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning or reprimand;
  - (2) Suspension without pay;
  - (3) Termination of employment; and
  - (4) Repayment to the County of any unjust enrichment.
  
- (B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:
  - (1) Written warning, censure or reprimand;
  - (2) Removal from office to the extent provided by Georgia law; and
  - (3) Repayment to the County of any unjust enrichment.
  
- (C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought within ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the

issuance of bonds, notes or other evidence of public obligation under this Ordinance.

- (D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.
- (E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

**Section Sixteen. Judicial review.**

- (A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.
- (B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.
- (C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service

System, to the extent the County Official or employee may be subject to the Civil Service System.

## **ARTICLE SIX: MISCELLANEOUS**

### **Section One.                      Severability.**

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

### **Section Two.                      Repealer**

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

### **Section Three.                      Effective Date.**

The effective date of this Ordinance shall be July 1, 2004.

### **AMENDED:**

Article Five, Section 1, Subparagraph (A)	January 25, 2005
Article Five, Section 6, Subparagraph (C)	January 8, 2008