



CONSTRUCTION MANUAL

Office of Construction

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State Construction Engineer

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Chapter 12 updated to include all Contract Modification

Chapter 13 updated to Force Account

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Updated Pre-Construction Chapter add PSC Checklist

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Updated Chapter 7-Traffic control Inspections Section

Updated Chapter 8 Post- Construction Section – Title from CEI Program Manager to State Construction Administration Manager/MS4

Update Chapter 9 - Local Administered Projects

Updated Chapter 12 – Contract Modifications added section for Waiver of Liquidated Damages

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Update Chapter 15 – Temporary Labor

Added the words AASHTOWare Project / AWP throughout the CM

PREFACE

This Construction Manual has been compiled to provide procedural guidance for the administration of Department construction contracts. The administration of Department contracts is governed by the contract documents such as the Special Provisions, Plans, Supplemental Specifications, Standard Specifications, and Standard/Detail plans. However, there are also certain procedural requirements governed by Department and Federal Policies.

The user of this Manual should familiarize themselves with the contract documents to better understand the procedural requirements contained in each chapter. This Manual is not a contract document. This Manual is a procedural guide for the administration of a construction contract.

By becoming familiar with the procedural requirements outlined in the Manual and the requirements in the various contract documents, Department personnel will be better prepared to effectively administer a Georgia Department of Transportation construction contract.

For additional information and guidance, please refer to these manuals and documents:

Bridge, Culvert and Retaining Wall Manual
Worksite Erosion Control Supervisor Manual
Utility Accommodation Policy and Standards Manual
Manual on Uniform Traffic Control Devices (MUTCD)
Department Construction Standards and Details

Office of Construction

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CHAPTER ONE – PRE-CONSTRUCTION

Notice to Proceed

The Notice to Proceed (NTP) is a document that is delivered to the Contractor, stating that construction is authorized. The Contractor shall not perform any work on the Project until receipt of the NTP, and the Department will not be obligated to pay for work done prior to receipt of the NTP.

Prior to the Right of Way being certified, the Area Manager (if requested) shall submit an Obstruction Clearance Report (OCR - Form DOT 498-A) to the District Right of Way office. All obstructions remaining shall be listed along with the expected date the Right of Way will be cleared. When all obstructions have been cleared, another report shall be made by the Area Manager. Obstructions that are to be removed by the Contractor must be noted in the bid proposal. Once the contract has been executed by the Contractor and the Department, and the Right of Way has been certified clear by the Right of Way Administrator, the Notice to Proceed is issued.

It may be necessary for the Office of Construction Bidding Administration to issue a Conditional Notice to Proceed. A Conditional Notice to Proceed may prohibit work on a specific parcel(s) or station range but allow the Contractor to begin Work in other areas of the Project. Once the restrictions are removed, the Office of Construction Bidding Administration will notify the District Manager and no additional Notice to Proceed is issued. The District Manager will notify the Contractor that the restrictions noted in the Conditional Notice to Proceed have been lifted.

If a Conditional Notice to Proceed has been issued, it will not be necessary to later issue a Full Notice to Proceed. Once the District and/or Area have been notified, The Area Manager shall notify the Contractor in writing.

Transition Conference

On large, complex Projects, it is encouraged that a separate conference (Transition Conference) be held in advance of the Pre-Construction Conference to review plans, contract documents, work assignments, special provisions and other internal matters. The Area Manager and Construction Manager should coordinate with the District Construction Office and the Office of Program Delivery to plan and schedule the Transition Conference

For all Local Let Projects, the Area Manager will coordinate and schedule a Transition Conference with the Local Government (Sponsor) in advance of the Local Government's Pre-Construction Conference. If requested the Office of Construction's Contract Liaison will assist the Area Manager during the Transition Conference. During the Transition Conference, the Area Manager should discuss the requirements regarding FHWA-1273, Davis Bacon and Related Act Provisions, project

documentation and project record keeping, subcontracts, and material and testing requirements.

Pre-construction Conference

A Pre-Construction Conference shall be held on all Projects (For Resurfacing Projects, the District Construction Manager will determine if a Pre-Construction Conference is necessary). A Pre-Construction Conference is a meeting of all supervisory personnel who will be involved in the accomplishment of the work. The purpose of this conference is to acquaint the Construction Manager, Contractor, Sub-Contractors and Utility Owners with each other and the proposed construction. The meeting allows individuals involved with the Project to become familiar with and coordinate work schedules and discuss special provisions, special requirements, and special conditions. Its purpose is also to coordinate the scheduled activities of all concerned parties toward the satisfactory completion of the Project. This conference shall not be videotaped or recorded. For Local Let Projects, it is the responsibility of the Local Government (Sponsor) to conduct the Pre-Construction Conference. Pre-Construction Conferences shall be scheduled by the District Construction Manager or by the Area Manager who is responsible for the Project. The Construction Manager shall conduct the Pre-Construction Conference. The Area Manager shall assist the Construction Manager as necessary and ensure the Conference is conducted properly. The meeting shall be scheduled on a convenient day after the Notice of Award of Contract and before the Contractor plans to begin work.

At a minimum of ten days before the meeting date, notification of the time and place shall be sent to all the applicable internal and external customers. This notification shall include a request for the submission of questions and potential issues for discussion at the Conference. It shall include the contact information of the Area Manager as a point of contact for information or directions.

Personnel participating in the Pre-Construction Conference shall include but not limited to:

Department of Transportation

District Construction Manager

Construction Manager

District EEO Officer

District Maintenance Manager

District Right-of-Way Office

Construction Liaison

Erosion and Sedimentation Control Liaison

Office of Material and Testing

Area Manager

District Utility Manager

District Communications Officer

District Traffic Operations Engineer

Designing Office or Consultant

Contract Liaison

Project Manager (Office of Program Delivery)

Office of Environmental Services (ENV_Inbox@dot.ga.gov)

Contractor

Owner or Qualified Representative

Superintendent

Subcontractors

Utilities

Representatives of all Utility Owners, including railroads

Others

Other Companies, Local Governments, or Officials who may need to attend as determined by Area Manager or Construction Manager

FHWA

For Projects identified by the FHWA as Projects of Division Interest (PoDI), the FHWA Transportation Engineer for the district where the Project is located is to be invited.

Note: Beginning with projects selection in calendar year 2020, FHWA will not refer to them as PoDI.

Note: Project Type, Scope and Complexity should be considered when Schedule invites are made.

When railroad facilities are within the Project limits and/or are part of the Scope of Work, a notice shall be sent out at least fourteen days before the conference to the railroad representative listed in the Contract Special Provision for the Protection of Railway Interests. This notice shall identify the Project using the railroad milepost, city and county given in the description in the Special Provision noted above. A copy of this notice shall be sent to the State Utilities Engineer.

Topics of discussion for the Construction Manager include (Project Type, Scope, Complexity, and Cost should control discussion topics) brief summary of the Project scope, special conditions and requirements regarding traffic control, erosion and sedimentation control, and environmental requirements, DBE and Payroll requirements, Utility and Railroad Coordination, and stakeholder introductions and discussions.

The Construction Manager shall provide the Contractor with a list of documents that will be needed in support of Final Acceptance including, but not limited to, material certifications and documentation, Final DBE Report, pit release documentation, payrolls, damage release documentation, and earth work documentation. These documents are best assembled from the standard Final Audit Checklist and Materials Certificate Checklist.

Progress Schedule Chart

The Contractor shall furnish the Construction Manager, for approval, a Progress Schedule Chart (Schedule) immediately following the receipt of the Notice to Proceed. Unless otherwise specified, the Schedule shall be prepared on forms furnished by the Department or an acceptable critical path schedule will be used as the basis for establishing the controlling items of Work and as a check on the progress of The Work.

Note: A Progress Schedule Chart is not required on resurfacing Projects.

If the Contractor is delinquent in the submission of a Schedule, or the submission of a revised Schedule, the Department may withhold monies due based on the current estimate. The Schedules shall be completed by the Contractor and shall be legible and suitable for copying. Illegible Schedules or those made out in light pencil, green ink, or blue ink, are not acceptable and the Contractor shall be so notified. Unacceptable Schedules are to be kept for the Project records.

To ensure the Contractor furnishes an acceptable Schedule, the following instructions are issued:

- The Schedule shall be complete and contain all essential information pertinent to the Work. This includes information such as the Contractor's signature, Project number, county, date, etc.
- Contract Time shall be shown in calendar days, calendar dates, and/or available days as appropriate to the Contract. Intermediate completion dates for bridges, resurfacing, striping, shoulder construction and opening to traffic shall be shown. On available day Contracts, calendar days and dates shall not be shown except for an overall estimated completion date.
- The principal items of Work shall be arranged in logical sequence and the progress curve should be a reasonable accumulation of all items completed in accordance with the Contract. The beginning and end of each bar graph shall show the percent complete of the item represented.

The Area Manager shall review and evaluate the proposed Schedule to ensure compliance with Project Scope and completion of the Work. The Schedule shall also be reviewed for adequate progress and proper coordination of the Work by the Contractor or by others. This review should be done within five (5) business days of being received from the contractor. If the Area Manager concurs with the proposed Schedule of the Work as presented, the Schedule shall be signed and transmitted to the District Office for approval by the District Manager.

The District Manager shall review the proposed Schedule and, if in agreement with the Area Manager, shall sign the Schedule and return to the Construction Manager to be kept in the Project Records. If possible, the approved schedule should be saved to ProjectWise. A copy of the approved Schedule may be kept at the District. If the District Manager does not approve the chart as presented, the Contractor shall be notified in writing. The Contractor is expected to make the necessary revisions for an acceptable Schedule and re-submit. A copy of the unapproved Schedule(s) shall be kept in the Project files.

Progress Schedule Chart Checklist

Date: _____

Original Progress Schedule Chart

Project Number: _____

Revised Progress Schedule Chart

County: _____

CID#: _____

Contractor: _____

Yes No N/A

- Chart is prepared on a form furnished by the Department
- Chart is legible and suitable for copying (not light pencil, green ink or blue ink)
- Chart is signed by contractor and has area for signatures by Department designees
- Chart has project information (project number, county, date etc.)
- Chart has contractor name
- Chart identifies NTP date
- Chart identifies begin work date
- Chart identifies end work date
- Chart identifies Contract completion date
- Chart indicates the end work date on or before Contract completion date
- Chart has time shown in days appropriate to the Contract listed on the horizontal axis
- Dates are shown as months and calendar year
- Chart begins with the NTP date
- Chart has all intermediate completion dates shown
- Chart shows principle items of work arranged in a logical sequence
- Chart lists the principle items of work as groups not as individual pay items
- Chart has each principle pay items listed with the pro-rata percentage of bid based on the Contract bid amount. All items total 100 percent
- Does the principle item breakdown provide enough detail; e.g. for single scope projects, more specific items may be necessary
- Major bridge project (5 or more spans) has principle items separated for substructure and superstructure
- Bar graph indicates permanent grassing is shown within seasonal timeframe according to Section 700
- Bar graph is logical for the work to be preformed
- Chart includes bar for each of the principle items identifying planned begin and end work times
- Chart includes a Progress Curve that represents a reasonable accumulation of items of work
- Revised chart includes original and revised Progress Curve
- Vertical axis shows correct percentage based on Progress Curve and totals 100 percent
- Percent of Time of Contract is listed across the top for each month
- Percent of Progress is shown for each month of active work

Construction Manager

Area Manager

CHAPTER TWO – ROLE OF THE CONSTRUCTION MANAGER

General

The Construction Manager (CM) is the Department's representative on construction Projects. The CM is the only Department representative that some Contractors and citizens will ever meet or talk to. The CM shall exhibit a high level of professionalism when communicating and relating to Contractors and the public. The CM has numerous duties to perform during the life of a construction Project including, but not limited to, Project administration, ensuring quality of the construction, traffic control inspection, erosion and sedimentation control inspection and reporting, managing Project personnel, construction inspection, record keeping, documentation and correspondence. One of the primary roles of the CM is to administer the Construction Contract. This includes ensuring the Work is performed in close conformity with the plans and specifications. In part, this is accomplished by making a thorough review of the Project plans and Contract documents, including Standard Specifications, Supplemental Specifications, and Project specific Special Provisions.

The CM will possess knowledge and full understanding of the Project, Project location, and amount of Work to be performed. It is the responsibility of the CM to ensure that all materials and Workmanship are uniform and conform as nearly as possible to the Project plans and Contract documents. Ensuring that the Work being performed meets acceptable standards (QA/QC) before payment is made to the Contractor and the Work is of good quality and to the satisfaction of the travelling public. This is accomplished through inspections of the materials and inspections of the Work as it progresses. The first priority of the CM is safety of all road users (Workers, motorists, bicyclists, and pedestrians) through the Temporary Traffic Control (TTC) zone. Ensure that Contractor's employees have the proper certifications and are aware of all requirements of the traffic control specifications. Perform daytime and nighttime traffic control inspections as required to ensure compliance. The second priority of the CM is the implementation of erosion and sedimentation control plan. Ensure that all erosion control devices are installed and maintained in accordance with the specifications, policies, regulations, plans, and details.

Ensure the Contractors employees have the proper certifications and are aware of all requirements of the erosion control specifications, special provisions, and plans. Perform erosion control inspections as required. Accompany Environmental Compliance Bureau (ECB) and/or Erosion and Sedimentation Control Liaisons on their inspections and provide assistance as needed.

Construction Administration

The Construction Manager (CM) should monitor the monthly lettings by the Office of Construction Bidding to track the status of and view Projects that may come under the CM's supervision. This is especially important if the CM participated in the Project's Concept Team Meetings and/or the Field Plan Reviews. During the Advertisement period, the CM should review the plans and proposal to note any missing pay items, ensure proper Special Provisions, including the 108.08 and 150.6, etc.

In addition, look for Project specific requirements that can affect the prosecution of the Project. Review the quantities and look for possible errors and omissions. Ensure the plans and proposals have the required bid items for the completion of the Work.

Note: As soon as the CM receives a set of Final Plans, they should perform this review.

The CM immediately informs the Area Manager of any discrepancies. If the Contract has been let and awarded, any discrepancies must be corrected with a Supplemental Agreement. If the Letting date has not occurred, an Amendment can be done by the Office of Construction Bidding Administration to make any necessary changes. All requests for amendments must be received in the Office of Construction Bidding Administration by their approved letting schedule.

The CM should be very familiar with the Contract (including the Project plans, notes and details, the standard specifications and special provisions). Ensure that one set of plans (As-Builts) are current and include the latest plan revisions are retained in the field office. Also ensure that any deviations from the plan (i.e. drainage, etc.) are added to the "As-Built" set of plans. Review the Project on a daily basis and be aware of on-going Work and related activities. Ensure that all inspectors, including consultant inspectors, are aware of their responsibilities, duties and authority. Assist with inspection duties when the need arises.

Resolve conflicts that may arise during the progress of the Project. These conflicts could be from the plans, Contract, contractor, utilities, field conditions, or property owners. Enlist the assistance of Area/District staff to resolve issues if needed. Inform the Construction Liaison of issues that can influence the completion of the Project and/or the cost of the Project as well as any proposed changes to the plans and/or specifications, including any Allotment Requests.

Ensure that all materials incorporated into the Work have proper testing certification and documentation. Work closely with representatives from the Office of Materials and Testing to schedule needed inspections and testing of Project materials. Maintain the materials checklist (MC-1) monthly and work closely with the Contract Liaison to ensure all the required documentation is included. Ensure that materials incorporated into the Work comply with the "Buy America" requirements and other Davis-Bacon Related Acts requirements.

Review right of way documents for familiarity with property owner agreements. This is especially helpful prior to meeting with property owners in an attempt to solve a right of way dispute. It is the responsibility of the CM to address questions and complaints from citizens (property owners, motorists, etc.).

The CM is also responsible for setting up the Project records filing system and maintaining the Project records. This includes Project correspondence, inspector's reports, materials documentation, DBE information, and training hours. Any deviation from the Project Records Filing System should be discussed with the Contract Liaison. Refer to Chapter 9 for additional information.

The CM is also responsible for maintaining the daily Project diary. The diary must be accurate and up to date. The diary shall indicate the activities that have taken place on the Project, the weather, any instructions given or received, and any visitors to the Project.

For Projects managed in SiteManager/AASHTOWare, it is the responsibility of the CM shall to document and maintain Project activities, weather, etc. in the Remarks sections of the Project's Daily Work Reports (DWR) and Diaries. This can be accomplished through information obtained by inspectors assigned to the project and/or the CM. If the Contractor is not Working, DWR and diary entries shall be made to document the daily weather conditions for the Project. Refer to Chapter 6 for more information on Project diaries.

Note: The Contract Diaries are the official record of contract time and shall be completed daily by the CM from the Notice to Proceed to the forwarding of the final records to the District Construction Office.

The CM also manages the Project by supervising the staff of inspectors assigned to the Project. Match the inspectors with particular skills to the portions of the Work where they are best suited. Make opportunities to develop employee's abilities when the Work allows.

An extremely important role of the CM is the training and evaluation of inspectors, consultant inspectors and other employees. Provide training to inspectors for the individual items of Work they will be assigned. Ensure that inspectors are familiar with the plans, specifications, details and standards that are applicable to that particular item of Work. Evaluate the job performance of these individuals at regular intervals. Provide coaching by pointing out positive aspects of their performance as well as negative.

Ensure all inspectors are aware of their responsibilities, duties and authority. Assist with inspection duties when necessary. Review the contract, plans, specifications, details and standards and become familiar with these items and ride/walk the Project daily. Respond to inquiries of the Construction Liaison, Erosion and Sedimentation Control Liaison, and of Office of Construction.

Because taxes finance the construction and salaries of the people doing the Work, highway users and others impacted by

the Work must always receive courteous treatment. The CM should always be willing to discuss issues with those affected by the Project and to give their concerns serious consideration.

Many services such as mail delivery, daily food delivery, or school bus routes require special handling. Businesses along the construction Project also may have unique situations. The CM monitors the Contractor's efforts to provide reasonable and safe access to homes and businesses at all times during construction (Section 107.13).

The CM seeks the cooperation of the Contractor in providing relief desired by the public. Arranging construction schedules and goodwill gestures alleviate some of the impact of the construction on the local area.

The CM may be required to communicate with elected or appointed officials that represent the local residents. Local Officials may relay complaints or concerns from their constituents regarding the construction. The CM should be timely in their response to Local and Elected Officials. The CM should notify the Area Manager of any communication received and/or given to Local and Elected Officials.

The media may also take an interest in local construction Projects. The Office of Communications should be contacted when inquiries from the media are received. The CM represents a public agency spending public money and is not entitled to withhold information from the media. An atmosphere of mutual goodwill with the local media is a giant step toward achieving good public relations. For more information, refer to the guidelines about requests for reviewing Project records in Chapter 20.

The CM shall not be publicly critical of the policies of the Department of Transportation, and shall not offer public criticism of other Department personnel or local political figures. The CM should politely turn aside any questions directed to these subjects.

Use these following guidelines mainly on non-interstate widening or reconstruction Projects. However, the CM may apply them to any Project that impacts homes, businesses, and public facilities adjacent to the Project. Section 150 Traffic Control and the Special Provision, Sequence of Operations provide specific direction for maintaining traffic and restoring the Right-of-Way adjacent to private property. Additionally, communication is required to help the public accept changes to their personal property, business, or travel patterns.

Office of Program Delivery – Role of the Project Manager

The Project Manager:

- Coordinates the development of Projects from the time of programming through the completion of construction and Project close-out,
- Monitors the Project scope, schedule, and budget throughout the life of the Project, including construction,
- Administers all preconstruction Contracts and Contracts for design services during construction,

- Plans and attends various meetings during Project development,
- Communicates directly with all Department personnel associated with the Project to coordinate the Work to achieve Project success,
- Provides Project updates, as needed, to various offices and divisions, including Executive Management,
- Provides assistance to Construction with the interpretation of Project scope and promptly contacts the Engineer of Record regarding and design issues or questions that arise during construction (for potential errors and omissions, will follow Policy 4020-4 Errors and Omissions),
- Coordinate with the District Construction Manager to determine if a Transition Conference is required. If such determination is made, the Project Manager will be responsible for scheduling the Transition Conference,
- Will be copied on all submittals, including shop drawings,
- Will track the submittal review with the Subject Matter Expert (SME) for a timely review and response,
- Will be informed by the Area Manager when Contract modifications are required,
- Will be notified of the Preconstruction Conference and will be given a copy of the Preconstruction Conference Minutes,
- Will be given copies of approved Contract Modifications, Final Inspection notice, and Final Inspection Letter,
- Will be notified by the District Construction Manager or Area Manager if there are changes to assigned Construction Manager and/or Area Manager,
- Will be copied with any Project/Permit violation correspondence,
- Will be copied with Environmental Compliance Bureau Inspection Reports and Construction Liaison Reports, and
- Will be notified by the Construction Manager (or Area Manager) if any of the following is **considered** during construction:
 - ❖ Change in the Project limits
 - ❖ Change requiring a plan revision or Contract modification
 - ❖ Change to horizontal and/or vertical alignment
 - ❖ Change in the lane and/or shoulder widths
 - ❖ Change in vertical grades
 - ❖ Change in cross slope
 - ❖ Change in stopping sight distance
 - ❖ Change in superelevation rates
 - ❖ Change in lateral offset to obstruction that deviates from standards or details
 - ❖ Change in design speed, change in vertical clearance
 - ❖ Change that affects approved Preconstruction Value Engineering Report
 - ❖ Changes to the environmental commitments

- ❖ Change to outfall velocity, volume, and/or direction (or any hydraulic and hydrology changes, not to include instances of adding/deleting drainage for grade purposes)
- ❖ Changes to the Project Specific Special Provisions
- ❖ Adding or deleting sediment basins
- ❖ Adding or deleting or modifying walls
- ❖ Adding or deleting or moving median breaks
- ❖ Right of way modifications (discrepancies and changes to signs, easements, and utilities)
- ❖ Changes in erosion and sedimentation control (e.g. Addition/deletion of sediment basin, major erosion and sedimentation control plan changes adjacent to Environmentally Sensitive Area (ESA))
- ❖ Changes in access, relocation of driveways

Communication

Before beginning the Work, the Contractor should notify residents and businesses that are impacted by the construction Project. For very small Projects, this may be done by personally contacting individual homes and businesses. For larger Projects, distribute fliers to those affected. Print the following information:

- Project number and description
- Beginning and target completion dates
- Construction Manager's name, phone number, and field office address (Business cards may be obtained by the Construction Manager for distribution to property or business owners.)
- Contractor's name, superintendent's name, phone number, and address
- Any special travel or staging information
- After-hour emergency telephone number

The Contractor should notify residents and businesses impacted by detours, shifts, or traffic disruptions in person or by flier at least 7 days before any traffic changes. Advertise significant changes to traffic patterns at least 1 week in advance using local media outlets. Assistance is available through the Department's Communication Office.

The Contractor should advise businesses that temporary owner-provided business signs may be permitted on the Right-of-Way, if appropriate, to reduce confusion.

The Contractor should provide detour sketches or explanations to help motorists anticipate changes.

Mailboxes

By law, Mailbox owners are responsible for maintaining and, if necessary, relocating the mailbox if it interferes with construction on State-owned Right-of-Way.

The Contractor shall notify each affected owner, in writing that the mailbox interferes with the proposed construction and that it must be moved to an area outside the construction limits. If the owner has not moved the mailbox after ten (10)

calendar days, the Contractor shall place the mailbox on the owner's property so that it is clear of all construction.

NOTE: If a mailbox owner is elderly, disabled, or not physically capable of moving the mailbox, the Contractor should make arrangements to assist the mailbox owner. No additional measurement and payment will be made for Work done by the Contractor in assisting the mailbox owners.

The CM will ensure that the Contractor has properly notified each affected mailbox owner. For more information, refer to Section 107.13.F, "Mailboxes" in the Specifications.

Damage Claims

Use the following guidelines when addressing a Damage Claim from citizens concerning alleged damage caused by the Contractor or his Work. Use for all damage complaints, including vehicle damage and damage to houses or property.

- The Department contact person should be either the District Construction Manager or the Area Manager.
- Send the Standard Claim Form and Cover Letter to any citizen that has contacted the Department.
- Copy the Contractor with the letter.
- Place a copy of the letter in the Project files.

Contract Time

Use the following guidelines to assist in making decisions concerning Contract time on construction Projects. The CM may stop Contract time only when all Contract items are satisfactorily completed as stated in Subsection 108.07.G, "When Time Charges Cease," of the Specifications, unless approved as stated below.

- If there is an adequate reason to stop Contract time before completing Pay Items or liquidated damage assessment, the CM must obtain the State Construction Engineer's written approval. The Contractor shall be assessed liquidated damages until time charges are stopped.
- The Federal Highway Administration (FHWA) must concur with stopping Contract time on Projects of Division Interest (PoDI). FHWA Concurrence is required before the CM stops time.

NOTE: If pay items are incomplete, the CM shall not stop time even if the Project's roadway is open to traffic.

Open to traffic is defined as the time when the placement of all pavement is complete, signs, full pattern pavement markings (temporary or permanent) and safety features are in place and the roadway is in condition for safe and convenient use by the traveling public. There should be no further lane closures/traffic interruptions except in the case of punch list Work. If the placement of permanent pavement markings is prevented due to weather limitations and the placement of those markings will extend beyond the completion date, this Work shall be considered an exception to the definition of open to traffic. The Contractor shall be responsible for maintaining existing pavement markings until placement of permanent pavement markings is complete.

Time Extensions

When you receive a request for a time extension from the Contractor, respond to the Contractor in writing to indicate that you have received the request and it is under review. A second letter shall be written to advise the Contractor of any information or documentation that may be required or to advise the Contractor of the Department's response (See Chapter 14).

Field Engineer's Office

If the Contract provides a pay item for a Field Engineer's Office, it is for the exclusive and private use of the Department's Project Personnel for such time as necessary.

Note: The sharing of Field Office's with Contractor's personnel is prohibited.

Project records must be maintained in a secure facility for the exclusive use of Department personnel. The CM should Work with the Contractor in selecting a location for the field office. Refer to Special Provision Section 153 Field Engineer's Office for requirements of the office, security fence, furniture, equipment and payment.

All field office answering machines or voicemail shall use the following message:

Hello,

You have reached the Georgia Department of Transportation field office for (brief description of Project).

There is no one available to take your call at this time. If you will leave your name, telephone number and a brief message, someone will return your call as soon as possible. If this is an emergency, you may call (enter number).

Thank You.

This message needs to be clear and professional sounding. The District Communications Office may be contacted for assistance in recording the message if you are concerned with your ability to provide a professional quality recording.

Media Records

Photographs and video recordings shall be done by the Construction Manager utilizing a Department issued smart phone, or other approved device. The photograph and video files shall be uploaded into ProjectWise in the Project's Photo/Video Documentation folder. It is recommended when taking videos that the resolution be set at 1280 x 720 at 30 frames per second to achieve optimum quality and reduce file size.

Periodically and whenever milestones are reached, photographs shall be taken. It is preferred that camera positions are repeated as near as practical to document continual progress from various vantage points.

A video recording of the entire project shall be made prior to construction.

All Projects shall have traffic control and advance warning signage documented by video recordings monthly, beginning as soon after initial installation occurs. Changes to traffic control staging shall also be recorded whenever they occur on any Project. When the project is completed, a final video recording shall be made. Resurfacing Projects are to be videoed prior to resurfacing and when the Project is completed Whenever possible but within 24 hours, the roadway (including approaches, roadway features, traffic control, etc.) where accidents have occurred within a construction zone shall be photographed and video documented. If other GDOT staff is performing this function, be sure to request a copy of their records for the Project files.

Unusual events such as natural disasters, events impacting Project completion, damage to completed Work, etc. shall be documented by either media type as determined by the CM. All photographic or video recordings shall clearly identify the Project number, include the date and time taken and any narrative information deemed necessary. These records shall be stored with the Project records and uploaded into ProjectWise. It is recommended the CM maintain a video and photo log to aid in documentation.

Escalation

To ensure items of Work or Project Related issues are addressed in a timely manner, the Construction Manager shall adhere to the Escalation Process outlined below.

Responsibility	Item of Work or Project Related Issue (Ownership in Days unless noted otherwise)		
	Erosion Control/Traffic Control Non-Compliance Work Stoppage (1)	Construction / Field Related Non-Critical (2)	Contract Modifications Negotiations (3)
Construction Manager		1	1
Area Manager	1	1 Week	1 Week
District Construction Manager	1	2 Weeks	1 Week
State Construction Engineer	1	1 Week	1 Week
FHWA	-	-	1 Week
Total	3	5 Weeks	6 Weeks
<ol style="list-style-type: none"> 1. Only Area Manager Can Issue Work Stop Order 2. Examples: Plan Design Issues, Utility Conflicts One Week for approval of funds for each owner of responsibility 			

Chapter Supplements

Georgia Department of Transportation



Roles and Responsibilities During the Construction Phase For GDOT Let Projects

Strategic Goals

- Taking care of what we have, in the most efficient way possible
- Planning and Constructing the best set of mobility-focused projects we can, on schedule
- Making safety investments and improvements where the traveling public is most at risk
- Making GDOT a better place to work will make GDOT a place that works better

Prepared by
Office of Construction
Office of Program Delivery

Reviewed by
Division of Construction
Division of Field Districts
Division of P3/Program Delivery

Approved by
Chief Engineer


Margaret B. Pirkle, P.E.

6.11.15
Date

Objective

The objective of this document is to clearly define the term and involvement of the Project Manager from the Office of Program Delivery, hereafter referred to as Project Manager, on a GDOT project after it is let to contract for construction. Historically, the design project manager and construction project engineer have worked on projects independently often creating communication and project challenges for both preconstruction and construction. The design project manager was responsible for overseeing the development of projects from initiation through contract letting, with the construction project engineer overseeing the project from letting to final closeout. Frequently there was minimal transition between the two phases and the only overarching project management existing was at the executive level. Reoccurring challenges from this type of structure created the need to evaluate the current way of conducting business.

With the creation of the Office of Program Delivery (OPD), a single entity, the Project Manager, through oversight and accountability, can provide continuity throughout all phases of a project. Implementation of this business plan positions the Department to better focus on the overall mission and align activities to meet strategic goals.

The intent of this document is not to replace existing policies/procedures or be all-inclusive of the existing roles and responsibilities of Construction or Program Delivery staff.

Please be aware that this document does not pertain to Design-Build or any other projects being managed by the Office of Innovative Program Delivery. For guidance on Design-Build projects, please consult the Design-Build Manual.

For projects that are let by Local Governments, please consult the Local Administered Project (LAP) Manual.

Roles and Responsibilities in GDOT

Project Manager (PM)

1. Coordinates the development of projects from the time of programming through the completion of construction and project close-out.
2. Monitors the project scope, schedule, and budget throughout the life of the project, including construction.
3. Administers all preconstruction contracts and contracts for design services during construction.
4. Plans and attends various meetings during project development.
5. Communicates directly with all Department personnel associated with the project to coordinate the work to achieve project success.
6. Provides project updates, as needed, to various offices and divisions, including Executive Management.
7. Provides assistance to Construction with the interpretation of project scope and promptly contacts the Engineer of Record regarding any design issues or questions that arise during construction (For potential Errors and Omissions, will follow Policy 4020-4 – Errors and Omissions).

District Program Manager (DPM)

1. Manages a team of Project Managers for assigned GDOT district.
2. Is first contact for escalation of issues or when Project Manager cannot be reached.
3. Informs the District Construction Engineer and Area Engineer when there is a change in Project Managers on a project.

Construction Project Engineer (CPE)

1. Provides on-site administration of the construction contract.
2. Attends Transition Conference with PM.
3. Interprets and enforces contract documents.
4. Provides for the measurement and payment for items of work.
5. Maintains contract records: daily, weekly, monthly reports; material records; as-built drawings; contract modifications, etc.
6. Directs the work of assigned inspectors and assistants.
7. Communicates directly with the contractor's superintendent and management for all issues related to the contract.
8. Attends scheduled meetings with contractor.
9. Communicates with GDOT District Communication Officer, as necessary.
10. Communicates work progress and issues to other GDOT personnel, including the Area Engineer, District Construction Engineer, District Utilities Engineer, and Project Manager.
11. Refers design and scope questions to Area Engineer and provides recommended solutions.
12. Initiates contract modifications, as necessary.
13. Refers design issues regarding possible "Errors and Omissions" to the Area Engineer for resolution with the PM/Designer.

Area Engineer (AE)

1. Directs the work of assigned GDOT Construction Project Engineers or Consultant Project Engineers.
2. May attend Transition Conference with CPE and PM depending on the scale of the project.
3. Attends various meetings during project development.
4. Schedules and directs preconstruction conferences.
5. Makes determinations for the proper interpretations of contract documents.
6. Makes decisions on issues related to contract administration.
7. Initiates contract modifications and recommends approval to District Construction Engineer.
8. Informs PM of possible contract modifications.
9. Refers design issues regarding "errors and omissions" with documentation to the Project Manager for timely resolution with the designer in accordance with Policy 4020-4 Errors and Omissions.
10. Communicates directly with contractor's management personnel concerning contract issues.
11. Schedules Closing Conferences.

District Construction Engineer (DCE)

1. Directs all work of the District Construction office, including Area Engineers.
2. Attends various meetings during project development.
3. Makes decisions on contract issues within the District.
4. Performs Final Inspections and writes Final Acceptance letters.
5. Initiates, reviews, and recommends approval of contract modifications.

6. Communicates with the Project Manager and Construction Liaison Engineer on any matter that impacts the construction scope, schedule, and budget.

Construction Liaison Engineer (CLE)

1. Supports the District in resolving any construction related problems/issues.
2. Reviews and approves contract modifications
3. Coordinates with PM on design-related issues.

Transition Conference

To better ensure proper transition of projects from the design phase to the construction phase, emphasis on conducting transition conferences shall be made.

After a Project has been advertised for construction and before bids are taken, the District Construction Engineer responsible for constructing the project will confer with the Project Manager to determine if a Transition Conference is required.

A Transition Conference should be held if the project required the acquisition of right-of-way, affects threatened & endangered species, historic or archaeological resources, unusual design features, special environmental permits, or there are unique issues the design team must share with the construction personnel that are not readily apparent from the plans and specifications.

The Project Manager will schedule a Transition Conference with the Area Engineer, Design Phase Leader, Right-of-Way Acquisition Manager, representative from the Maintenance Office, Office of Environmental Services, District Utilities Engineer, and District Traffic Engineer. Include the District Preconstruction Engineer for projects designed in the District. The purpose of the meeting is to provide for a clear understanding of the plan details and requirements in order to facilitate construction of the project.

The right-of-way representative will provide two (2) copies of the signed options and a summary of the special conditions negotiated with the property owners for review and discussion. Any commitments to property owners will be addressed. If a Transition Conference is not held, the right-of-way representative will provide two (2) copies of the signed options and a summary of the special conditions to the Area Engineer prior to the Preconstruction Conference.

The following list includes items that may be provided at the transition conference depending on project types;

- Copy of the 404 permit
- Pavement design
- Value Engineering Study
- Design Variances
- Design Exceptions
- Green Sheets
- Color Copies of Endangered Species
- Copy of BFI's
- Copies of ROW options

- Copies of design files
- Early Authorizations and/or Notice to Proceeds for major utility conflicts

Coordination and Communication

The information below outlines the criteria as to when the Project Manager should be informed or consulted on construction matters. This document cannot predict every occasion in which the Project Manager should be informed or consulted on a let project; however, the intention is to clearly denote the common instances. Also noted are several existing and new activities to enhance communication of information between offices.

Prior to submitting design related questions or documents to designers (in-house or consultant); notify the Project Manager for guidance on who to consult (consultant contracts may not be active).

Submittals and Shop Drawing Reviews

- Project Manager will be copied on all submittals/shop drawings.
- Project Manager will track the submittal review with the Subject Matter Expert (SME) for a timely review and response.
- SME will copy Project Manager on all approved submittals or comments.

Informing Criteria

Many existing reports and documents are created by various individuals that contain important information on a construction project. Below are the reports that need to be copied to the Project Manager.

From the Area Engineer

- Will inform the PM when contract modifications appear to be needed.

From the District Office

- Preconstruction Notice
- Preconstruction Minutes
- Approved Contract Modifications
- Final Inspection Notice
- Final Inspection Letter
- Change in Project Engineer or Area Engineer
- Project/Permit violation correspondence

From the State Construction Office

- Environmental Compliance Bureau Inspection Reports
- Construction Liaison Reports

Consulting Criteria

Below are the conditions in which the Project Manager should be consulted prior to making changes or initiating a contract modification. The Area Engineer should contact the Project

Manager when changes to any of the below items are being considered.

From the Area Office

- Any change in the project's limits
- Any change that may require a plan revision or contract modification
- Horizontal alignment
- Lane width
- Shoulder width
- Vertical alignment
- Vertical grades
- Cross slope
- Stopping sight distance
- Superelevation rates
- Lateral offset to obstruction that deviates from standards or details
- Design Speed
- Vertical clearance
- Change that affects approved Preconstruction Value Engineering Report
- Modification to environmental commitments – (green sheet)
- Outfall velocity/volume/direction changes (or any hydraulic and hydrology changes) (this is not meant to apply to adding or deleting a section of pipe for grade purposes)
- Project specific special provisions changes
- Addition/deletion of sediment basins
- Addition/deletion of walls or any wall modification
- Addition/deletion/relocation of median breaks
- ROW modifications (discrepancies and changes to signs, easements, utilities)
- Erosion control changes (ex.. addition/ deletion of Sediment Basin, major erosion control plan changes adjacent to ESA)
- Changes in access. (Relocation of driveways)

CHAPTER THREE – ROLE OF THE FEDERAL HIGHWAY ADMINISTRATION

Oversight Requirements

Federal-Aid Projects may have different oversight requirements, depending on the type of Project. These requirements include the inspection and the approval of Projects by representatives of the Federal Highway Administration (FHWA). FHWA uses a risk-based approach to determine project stewardship and oversight, or level of inspection and involvement. FHWA has designated some Projects of Division Interest (PoDI). For non PoDI Projects, the FHWA's involvement during construction is minimal. The Construction Manager (CM) will likely not have any contact with the FHWA Engineer. For PoDI, Projects, the FHWA's involvement during construction is frequent. The CM will likely have routine contact and communication with the FHWA Engineer. Communication with the FHWA Engineer should always be coordinated with the Construction Liaison.

Starting in 2020, FHWA is phasing out the designation of PoDI. FHWA will prepare individual Stewardship and Oversight Plans for each project selected as was did for PoDI.

Note: For the purpose of this manual, reference to PoDI will mean a PoDI or a FHWA selected project.

FHWA Transportation Engineer's Responsibility

The field representative of the FHWA is normally the Transportation Engineer. The Field Representative's responsibility may include one or more of the Department's Districts. The Transportation Manager supervises the FHWA Transportation Engineers who work within the FHWA Division Office. The FHWA Division Administrator, who is responsible for the State of Georgia, manages the FHWA Division Office.

Field Inspection

The FHWA Transportation Engineer and/or other representatives from the Division and Office may visit the field and project offices to ensure that construction engineering and inspection practices are according to Federal regulations. FHWA representatives have no direct authority in the Department's dealings with Contractors and may not issue instructions to the Contractor or Department personnel. However, they are an essential part of the project team. The Department fosters a cooperative, friendly, and open relationship with the FHWA. Assistance should be given to the FHWA representatives when they visit a Project. The types of Projects in which the FHWA Transportation Engineers will be involved are listed in the table below. FHWA Division personnel may make in-depth phase and stage inspections at appropriate times on Projects they select as representatives of the work in progress in the State. During these inspections, all requested information shall be given to the FHWA representatives. The FHWA Transportation Engineer makes periodic construction inspections on

Projects of Division Interest (PoDI). On PoDI projects, the FHWA Transportation Engineer must approve changes such as Supplemental Agreements or Time Extensions. Supplemental Agreements with amounts of \$100,000.00 or less do not require approval from the FHWA Transportation Engineer (see PoDI Stewardship and Oversight Plan). If the CM is unsure about FHWA involvement for a particular change on construction, the Construction Liaison should be contacted for assistance. The Construction Liaison and the District Construction Manager (or their Area Manager) normally accompany the FHWA Transportation Engineer during these inspections.

ACTIVITY	PoDI PROJECTS		STATE ADMINISTERED PROJECTS ON THE NHS		STATE ADMINISTERED PROJECTS OFF THE NHS	
	GDOT ACTION	FHWA ACTION	GDOT ACTION	FHWA ACTION	GDOT ACTION	FHWA ACTION
Supplemental Agreements	Prepare and Approve	Review and Comment/Concur (5 Days)	Approve	None	Approve	None
Claims Settlement	Coordinate with the AG's Office	Comment/Approve (10 Days)	Coordinate with the AG's Office	None	Coordinate with the AG's Office	None
Time Extensions and Suspensions of Work	Approve	Comment/Approve (10 Days)	Approve	None	Approve	None
Executed Contract	Prepare and Approve	Information	Approve	None	Approve	None
Initial Construction Inspection	Participation	Conduct and Prepare Report (14 Days)	N/A	None	Conduct	None
Intermediate Construction Inspection	Participation and/or Action	Conduct and Prepare Report (14 Days)	N/A	None	Conduct	None
In-Depth Construction Inspection	Participation and/or Action	Conduct and Prepare Report (14 Days)	N/A	None	Conduct	None
Final Construction Inspection	Participation and/or Action	Conduct and Prepare Report (14 Days)	Conduct and Prepare Report	None	Conduct	None
State Construction Engineer's Certification of Final Acceptance	Prepare, Approve, and Submit to FHWA	Acceptance (FORM 1446B)	Prepare and Approve	Information	Approve	None
Materials Certification	Prepare	Review and Comment or Approve (Included as Part of Final Acceptance)	Prepare and Approve	Information	Prepare and Approve	None
Labor Compliance	Check Payrolls Weekly	Review as Needed	Check Payrolls Weekly	None	Check Payrolls Weekly	None
Buy America Waiver	Prepare	HQ Approval (14 Days)	Prepare	HQ Approvals	Prepare	HQ Approval
Project Measurement & Payment (Financial) Reviews	Participation and/or Action	Review and Presentation of Exceptions	None	None	None	None
Compliance Assessment Program (CAP)	Participation and/or Action	Review and Presentation of Exceptions	None	None	None	None

CHAPTER FOUR – PROJECT RECORDS

General Content of Project Records

Project records are the official record for the construction Project. The records shall be current, complete, legible, well-organized, and concise. Original source payment documents are contained within the Project records. These source documents show Project number, county, calculation methods used, signature of the person(s) preparing or certifying the record, date and location (station), the name of the Contractor performing the Work, and certified analysis - Buy America.

Note: Record on the source document the Work or materials that do not meet specifications or Contract requirements.

Maintaining Project Records

The Construction Manager (CM) maintains the Project records to support quantities certified for payment. The Area Manager's certification on monthly statements and construction reports ensures the Work done by the Contractor is acceptable per the plans and specifications and the records document that the Work was performed.

Note: Quantities and calculations shall be prepared by Project personnel. Contractor's measurements shall not be used for payment but may be used for comparison with Project personnel calculations and measurements.

Project documentation and record keeping may be delegated to other personnel; however, the Area Manager is responsible for maintaining the records. The person keeping the records must have the following abilities:

- Have a working knowledge of the plans
- Have a working knowledge of the Specifications and other Contract requirements
- Be able to perform calculations
- Be able to obtain and maintain source documents

Note: Necessary DOT and FHWA manuals, memorandums, and procedures shall be accessible to Project personnel at all times.

Protecting Project Records

Project records shall be kept in a secure place. Preferably fireproof cabinets will be utilized. "As-Built" plans should be kept in fireproof cabinets if possible, when not in use. On large or multi-Project Contracts, the Special Provisions may require additional fireproof file cabinets for the Engineer's office. This recommendation can be made during the Field Plan Review. Section 153 of the Specifications directs that the Field Engineer's Office be reserved for the exclusive use of the Department's personnel. This specification prohibits Department personnel and Contractor personnel from sharing an office.

The CM shall not request additional items from the Contractor such as telephone lines, FAX machines, etc. for the Field Office. Only those items specified in the Contract, Special Provisions and Specifications shall be in a Field Office.

File Management System

The File Management System is a directory of files necessary for managing the administrative requirements of a Georgia Department of Transportation (GDOT) Contract. The CM maintains these files or delegates the task. Not all files are mandatory for every Project. On smaller Projects many of the files may be combined or eliminated. Contact the Contract Liaison for assistance.

Additional files may be required, such as Force Accounts, Time Extension Requests, Shop Drawing Submittals, or Notices of Potential Claims.

Contracts with multiple Projects will have some duplicate folders (i.e., construction reports, vouchers, etc.) these folders need to be orderly and listed as subfolders within the individual Project File.. Post an index of the files by numbers on the fireproof file cabinet. Consult the Contract Liaison concerning file system questions.

ProjectWise

As of the December 2017 Letting, **ALL** projects are required to use ProjectWise as the official Department project documentation.

Note: Not all folders are set up automatically. If the folder that you need is not set up, the CM will need to create it.

Create folders like you would in File Explorer in Windows. You just right-click and select New Folder and enter the name.

Projects before the December 2017 Letting that are not using ProjectWise will use the project documentation shown in October 2021 version of the Construction Manual for file management.

- Use ProjectWise when document access and/or input is needed by other offices within the Department (e.g. District Construction, GO Construction, EEO Office (District or GO) etc.).
- Do not use ProjectWise if the document has an excessive amount of paper (e.g. payrolls) and/or the paper is an odd size (e.g. asphalt and aggregate weight tickets).
- Do not use ProjectWise if there are no scanning capabilities reasonably available.

ProjectWise				
Project File Management System	Responsibility to Upload into ProjectWise (PW)	Comments		
1	Contract	Office of Construction	The Contract shall be located in the Contract Folder under the main Project folder. The Contract can be viewed by Project Personnel. The Contract does not have to be printed or saved to a computer hard drive. If the Contract is not in the Folder, please notify the Office of Construction.	Doc name: P.I. no., County, Contract i.e. 0010234 Cook, Contract
2	Document Control Log	Construction Manager (CM)	Upload Document Control Log and Update/Check IN as needed; Document which folder correspondence was place in, as shown on log. Copy and paste hyperlinks to help locate documents (This is a written record not to be used in SiteManager software)	Doc name: Number, P.I. no., Document Control Log i.e. 0001, 0032456 Dougherty, Document Control Log
3	Correspondence •Weather Reconciliation •Approved Submittals	CM	Only upload documents that are important to Time, Budget, and Completion. Include final signed letters with important sent/received emails by subject. Include Wage Rate Decision Guide, Warranty, Open New Bridge or New Road letter. Exclude any File that has its own-file folder location. Don't forget to assign and log documents in the document control log. Include these documents in the main Correspondence folder no sub folder needed. The Weather Letters and Approved Submittals (Shop Drawings, etc) are not documented in Control Log.	Doc name: Doc Control Log Number, P.I. no. County, ###, Date Rec'd Description, i.e. 0001, 0010234 Coffee, 0101, 10-12-19 Notice to Proceed Doc name: Number, P.I. no. County Date Description i.e. 0001, 0010234 Coffee Jan 2020 Weather Letter Doc name: Number, P.I. no. County Date Description i.e. 0001, 0010234 Coffee Nov 2021 Shop Drawing
4	Exception Reports •CLE Exception Report •EEO Audit Report •ECB Audit Reports •Construction Liaison Reports	CM	Upload Exception Report/Auditor Findings, The CM will need to upload when exceptions are signed off. PM should address and respond to findings notating how/when addressed, sign and date in response box.	Doc name: Number, P.I.no., County Date xxx Report No., i.e. 0001, 0010195 Seminole 1-14-20 Exception Report No. 4
5	Materials Certificate Checklist •Yearly Folders Or Folder Per QTR	CM, District Construction	Completed and signed document is uploaded to PW. PM shall email link to AM for review then forwards to DCO (cc Area Management with URL link to file). For projects let prior to January 2020, upload MC Quarterly Reports and Final Report with supporting documentation. For Projects let after December 2019-New MC Process- create a quarterly subfolder and include corresponding documentation (including 159's that have a pay reduction only). Do not upload all 159's & 319's (reports can be found on 411). Please ensure the IQR that represents the completed contract items relative at the time of Final MC request is placed with the MCC. AO will generate a quarterly file. i.e. 0008430, Quarter 1 (Jan, Feb, March) Material Certification Documentation, County MCC in PW. AO to verify all items are included in MCC. CM will create a QTY checklist	Doc name: Number, P.I.no., County report ##, Month Year, (Final/Quarterly) MC Checklist i.e. 0001, 0010195 Cook 01 Jan 2020 Quarterly MC Checklist

6	Approved Subcontractors •Request for Subcontractor Approval	District Construction	Prepared checklist and subcontract documents are uploaded to PW. Ensure the entire subcontract is included. PM sends to AM for review and further handling. Place these documents in the Request for Subcontractor Approval subfolder. Prior to uploading to PW, CM reviews package. Upload to PW without subcontract #. Area Management forwards to DCO with URL link for review/approval. Once the approval is received from the Contracts Manager the Contracts Manager places approved document into folder #6. *District will modify file name once approved and adds subcontract number*.	Doc name: P.I. #, County, (*approved sub #*), (date approved) sub name i.e. 0010195 Crisp, 002, 02-20-20 Martin Grassing
7	Contractors Performance Reports	CM	CM upload Perf Reports, email Area management with URL link for further handling.	Doc name: Contractor Name Perf PI # Report Date i.e. Reeves Perf 0010234 10-19-18
8	Monthly Estimate	CM	Summary by Project Report and Installed Work Report. Upload reports to the corresponding month in ProjectWise so that it can be checked and signed by Contract Liaison. Monthly Estimates will be uploaded to PW, Estimates will be Audited at CLE discretion, communicate with CLE. Upload report as it is approved by Area Manager. Ensure PSC% and overhead is noted on the estimate to make sure the Project is not behind schedule.	Doc name: Number, P.I. #, County, Month Year, Estimate No. i.e. 0001, 0010234 Cook Dec 2021 Estimate 001
9	Item Documentation •Sub-folder for each pay item /Estimate	CM	Create and organize all subfolders as per line items. Upload all supporting documentation e.g., spreadsheets, sketches, calculations, invoices, test reports, mill reports, material allowance (stockpile) breakdowns / photos. Don't need SiteManager/AASHTOWare Templates in these folders, unless CLE asks for them. Only include drawings for any pay items needing a drawing. Striping, concrete median, etc. Upload documents needed for CLE Audit, by month/estimate with coversheet showing signatures of verification from inspection staff. Upload DOT 159 and summary sheet for each month for asphalt payment. Include a sub-folder under the asphalt items labeled Monthly DOT 159s to file the 159s and summary sheets.	Doc name: Number, P.I. #, Month Year, Estimate No., Item Description i.e. 0001, 0010195 Dec 2019 Estimate 01, 0045 Vari Depth Milling Calc
10	Progress Schedule Chart -CPM Update /Submittal	CM	Upload Approved PSC Chart, revised PSC Charts, Behind Schedule meeting summaries. CM upload PSC after reviewing, CM emails to AM with URL. AM forwards to DO with "cover email" for review/approval.	Doc Name: Number, P.I. no., County, Doc #, Date, Description i.e. 0001, 0010234, White, 001 01-15-2020, Progress Schedule Chart Baseline
11	Approved Change Orders (SA, EA, TE, & AR) •Folder for Each CO	CM, District Construction	Executed Modification (excluding Allotment Requests) are in the Contract Authorization Tracking System (CATS). The CM should open the executed modifications in CATS and upload the document to PW. Executed Allotment Requests are sent to the Districts and may be uploaded by the DCM or by the CM. Sub-folders should have supporting documentation for the requested CO. (Executed email notification with appropriate file name. Upload recommendations/waivers.) Executed CO should be in main folder not the sub folders.	Doc name: Number, P.I. #, County, Execution Date, Description, i.e. 0001, 0000234, Lee, 01-21-2021, Executed SA No. 1

12	Training Program	CM	Upload 1409's, Letters submitting and/or approving positions for training program, letter submitting and/or approving names for training program, letters for completion/trainee graduates, and letters of recommendation/waiver. For the description in the file name ensure document is named (approval, completion letter, etc.) graduates, and letters of recommendation/waivers.	Doc name: Number, P.I. no., County, Date Doc. Description, Trainee Last name i.e. 0001, 0010234 Lee 01-14-2020 1409 Form Smith
13	DBE Plan and Monthly DBE Participation Reports •CUF Reports	CM	Upload MONTHLY DBE Reports, Final DBE Report so they can be signed by CM and/or DCM, and letters of recommendation/waivers. CM uploads DBE Report to PW and sends the link to the AM. AM reviews and Sends to District Office for signatures and *DO add Date approved to DBE Report.	Doc name: Number, P.I. #, County, DBE Report #, (date approved), i.e. 0001, 0010234, Seminole, 001, January 2021 CUF Doc Name: Number, P.I.#, County, CUF, Contractor i.e. 0001, 0010234, Seminole, CUF, Midstate Striping
14	DBE Truck Hauling Documentation	CM	This could be used for future DBE Hauling documentation. DBE Trucking Activity Report may be required. Hauling agreements may need to be uploaded.	Doc Name: Number, P.I.#, County, DBE Hauler, Contractor, Report Name i.e. 0001, 0010234, Seminole, DBE Hauler, Let's Drive Company, Hauling Agreement
15	Erosion Control – Environmental Documents	CM	The Project Environmental Documents are uploaded in PW by Office of Environmental Services. CM should retrieve files that are pertinent to construction and upload. Note: CM is responsible for maintaining hard copies to have available for possible site visits by other government agencies. To locate In PW Check Pre-Construction folder, Environmental folder (NEPA) for documents. Replace unsigned Green Sheet with signed Green Sheet once signed by AM. Include all Environmental Permit(s) (404 Permit), EPD Plan Sign Off Sheet	Doc Name: Number, P.I. #, County, Description, i.e. 0001, 0008234, Miller, 404 Permit
16	Erosion Control Inspection Reports •BMP Inspections (7-Day Letters) •Daily EC-1s •Monthly EC-1s •MS-4 CEI Reports •Post Storm Event EC-1s •Rainfall Data •Water Samples (GEOS) •Weekly EC-1s	CM/AM	Documents are delivered to CM. Upload once the information is verified and signed off on. Include verification document for Water Sample (GEOS)	Doc Name: Number, P.I. #, County, Date, Description i.e. 0001, 0008234, Miller, 8-8-22, BMP Inspection
17	Traffic Control •Approved TC Plans •GDOT TC-1 Reports •Contractor TC-1 Reports	CM, District Construction	Upload Approved TC Plans submitted by contractor. TC plans may need to be uploaded at the District. Upload Contractor and GDOT TC-1 Inspection Reports.	Doc name: Number, P.I. no., County, Month Year, TC-1 Report i.e. 0001, 0010234 Early Jan 2020 TC-1 Report
18	Accident Reports	CM	Upload into PW.	Doc name: Number, P.I. #, County, Accident Date, Accident Report i.e. 0001, 0008234 Clay 08-31-20 Accident Report

19	Labor Interviews •Prime Contractor •Sub-Contractors	CM	Upload Labor Interviews, Quarterly and Semi – annual labor compliance reports. Create a sub-folder for the Prime named after the Prime and a Sub-Contractor folder for all the subs. Upload signed labor interviews. Make sure if you utilize the labor interview checklist keep it updated in PW. Please make sure all labor interviews are signed and appropriate boxes checked.	Doc name: Number, P.I. #, County, Month Year, Contractor Name i.e. 0001, 0010234 Turner Jan 2020 Reeves
20	Contractor Payrolls w/Review Form •Sub-Folder for each contractor	CM	Payrolls should only be saved in PW if they are received electronically. Wage Rate Decisions should be filed in the #3 Correspondence File in PW. Upload Electronic Payrolls. Upload signed and updated Payroll Review Form in PW. Make sure payroll review form is signed and uploaded under the appropriate contractor payroll.	Doc name: Number, P.I. #, County, Contractor Name, WE Date/No.##, i.e. 0001, 0010234 Coffee, ECA, WE 1-12-20/N0.01
21	Drainage X- Section Plots	CM	Upload into PW	Doc name: Number, P.I. #, County, Structure #(or Sta #), X-Section Plot i.e. 0001, 0010234 Coffee, B-4, X-Section Plot
22	Best Fit Profile Plots and Calculations	CM	Upload into PW	Doc name: Number, P.I. #, County, Sta, Profile and Calcs i.e. 0001, 0010234 Coffee, 259+50-260+00, Profile and Calcs
23	Encroachment Permits, Right of Way Agreements, etc.	CM	Hard copies of these documents May be made available from the Office of Right Way and shall be scanned and saved to Construction Files in PW. Electric copy's may be obtained as well	Doc Name: Number, P.I. #, County, Description i.e. 0001, 0008234, Miller, R/W Agreement Parcel 2
24	Utility and Railroad Agreements	CM	These documents should be in the Utility folder under CM Preconstruction. CM may receive an email notice for Office of Utilities with documents attached – upload documents, if necessary, to Construction Files in PW. Upload these only if they are emailed to you by the utility office.	Doc Name: Number, P.I. #, County, Agreement Type, Company i.e. 0001, 0008234, Miller, RxR Agreement CSX
25	Photo/Video Documentation	CM	Upload Project photos "Before, Intermediate and Final." Recommend creating a folder for each date/event if the video is in multiple files. Upload Project Videos. Upload videos of traffic shift after implemented. Project photo and video documentation should occur each month.	Doc. Name: Number, P.I.#, County, Month Year, Progress Video (or Photo) i.e. 0001, 0010234, Coffee, Feb 2022, Preconstruction Video
26	Pit Release •Pit/Stockpile Approvals	CM	Upload pits, stockpiles or disposal sites submitted for approval. "Email Material Engineer" Upload approved pits, stockpiles, or disposal sites. Upload Material pit releases in main folder. Upload Pit Request Forms in sub-folder for approval, email District Material Specialist, cc Area Management with URL (link).	Doc name: Number, P.I. #, County, Date, Description i.e. 0001, 0010234 Atkinson 01-25-2020 Waste Pit Package Doc name: Number, P.I. #, County, Date, Description i.e. 0001, 0010234 Atkinson 01-25-2020 Waste Pit Release
27	Pavement Smoothness, Bridge Reports, Steel Cover, Soil Survey/ BFI	CM, Office of Materials and Testing	Create and organize all subfolders as per line items and /or structures. Upload reports	Doc Name: Number, P.I. #, County, Description i.e. 0001, 0008234, Miller, Pre-Const Pavement Smoothness

28	Construction Claims (Attorney-Client Privilege) •Sub-Folder for each NOPC	CM, AM	Create this file when Attorney-Client Documentation exist. Before uploading and documents check with Claims to ensure proper security. This document should be pre-populated in PW if not create file. Upload Received Damage Claims. Upload No Damage claims letter after receiving for project closeout. DO NOT UPLOAD IN CORRESPONDENCE FOLDER	Doc name: Number, P.I. County, NOPC#, Date, Description i.e. 0001, 0010234 White NOPC 1 01-25-2020 Response Letter
29	Final Estimate Request Package •Semi-Final Package •Final Package	CM, AM, DCM	CM or AM will upload the initial Package for District review. The DCM will upload the Final Estimate Request Package for GO use. This folder will only contain recommendation letter from AM, contract status report, 733 (use URL in comments to link files that have existing folder), Final IQR, and Final Estimate. *Below list of docs is not all inclusive, upload applicable docs according to type of project. Add Closing Conference Letter to Semi-Final Package folder.	Doc name: P.I. #, County, Description 00100234 Lee AM Recommendation Letter 0010234 Lee Contract Status Report 0010234 Lee DOT 733 0010234 Lee Final IQR 0010234 Lee Final Estimate (for Auditor signature)
30	Final Construction Plans (As-builts)	CM, AM, DCM	Upload As-Built Plans Only add sheets that have red-line mark ups. (full set of as-builts is not required).	Doc. Name: P.I. #, County, Plan Sheet Number, As-Built Plan i.e. 0008234 Lee 13-0004 As Built Plan Sheet
31	NOI - NOT	CBA, Office of Construction/AM	upload the NOI, NOT will be uploaded.	Doc. Name: P.I. #, County, NOI i.e. 0008234 Lee NOI

Attorney-Client Privilege

Create and incorporate a separate, clearly marked, "Attorney-Client Privilege" file into the File Management System if any of the following conditions exist:

- Written notice of potential claim filed
- Claim submitted
- Lawsuit filed on a Project

NOTE: Create this file when attorney-client documentation exists.

Attorney-Client privilege documents include the following:

- Correspondence to or from the Attorney General's Office, including Special Assistant Attorneys hired by the Attorney General's Office to represent the Department.
- Correspondence or other documents responding to the Department's attorneys.
- Information compiled, generated, or obtained as a result of a request or inquiry from the Department's attorney. (This includes documents prepared by another GDOT employee who is responding to a request from the Department's attorney.)
- Any documentation requested by the Office of Construction Claims. These requests may be letters or informal notes

documenting a conversation. The Office of Construction Claims works at the direction of the Department's attorneys.

- Notes, handouts, or information compiled from a meeting with the Department's attorneys or with anyone from the Office of Construction Claims.
- Documents compiled or created by GDOT employees or consultants employed by the Department in anticipation of litigation that are not created in a normal course of business, whether or not the Department's attorneys are involved.

NOTE: "Attorney-Client Privilege" files are RESTRICTED FILES. Never give these files to anyone outside the Department except the Department's attorneys.

Once an attorney-client privilege document is disclosed, whether intentionally or unintentionally, that document is no longer privileged and may be used for whatever purposes the other side desires. Consider a document to be attorney-client privilege if in doubt about its status. Contact the Construction Claims Unit of the Office of Legal Services for further assistance. Check with the Claims department before uploading any documents to ProjectWise for security purposes.

Reference

The Area Manager ensures that the reference documents and publications listed below are available to Project personnel at all Project field offices:

- Complete Set of Georgia Standards and Construction Details
- "As-Built" Set of Project Plans (current revisions)
- Current edition of the Manual of Uniform Traffic Control Devices (MUTCD), Part 6 Temporary Traffic Control Devices
- Standard and Supplemental Specifications
- Laboratory Standard Operating Procedures (SOPs)
- Construction Manual
- Bridge Manual
- Erosion and Sedimentation Manual

Survey/Layout Data

The Construction Manager collects survey/layout material required and stores it in the fireproof file cabinet or scan all documents into ProjectWise in the items corresponding folder (See Specification 149).

Materials Test Report and Invoice Examples

The following are filed in the appropriate folders in ProjectWise e.g. supporting work documentation, pavement smoothness, Bridge reports, Soil Survey / BFI

- Asphalt Job Mix Formulas and Asphalt Paving Plans
- Item 310 Test Reports – Compaction Reports and Depth Checks
- Concrete Test Reports (DOT 319)
- Concrete Tickets (Concrete tickets should be grouped along with a copy of the submitted DOT 319)
- Pipe Invoices and Mill Certification
- Rebar Cut Sheets and Lab Submittal (File by Structure)'Soil Survey/Bridge Foundation Investigation (BFI)
- Miscellaneous Test Reports filed separately by item (Piles, Strain Poles, Deck Panels, Guardrail, etc.)
- Stockpile (Material Allowance) invoices, mill certifications, site photos of material storage and replenished material.

Note: Test reports pertaining to pay factors need to be filed in the supporting work item documentation section (Ex. DOT 159 with the particular Asphalt Pay Item)

Weight Tickets

- File weigh tickets together by pay period for tonnage items such as Graded Aggregate Base (GAB), Aggregate Surface Course, Rip Rap, etc.
- File Asphalt items by Lot numbers
- Place weigh tickets into an envelope and label with the Line Item Number, Item Description, dates, lot numbers, tonnage (this can be done on a computer-generated sheet and attached to the front of the envelope)
- Place the appropriate daily tare weight sheets with the weigh tickets if received from the Contractor
- These items are a source document for payment of unit weight items. Keep weigh tickets in a fire proof cabinet. document for payment of unit weight items.
- eTicketing summaries and backup documentation shall be uploaded to ProjectWise.
- If the Project requires both paper and electronic tickets, both versions shall be kept according to procedures outlined above.

CHAPTER FIVE – SOURCE, SUPPORTING, MEASUREMENT AND MATERIAL

Definition

Source documents are the original documents used to determine measurement and payment. They provide direct evidence or testimony that Work was performed in compliance with the Contract. The Contractor is paid according to information provided in these records. These documents include the following:

- Daily Work Reports (SiteManager/AWP)
- Quantity Sketches/Calculations
- Master Lists/Spreadsheets
- Field Quantity Books/Cross Sections
- Load Tickets
- Invoices
- Material Certifications and Testing Results

Keep all source documents in a locked, fireproof cabinet or ProjectWise depending on project letting and document type. Other records may indirectly support payment and are also important. These records include "As-Built" plans, layout books, shot books, tare weight sheets, string-line books and correspondence.

Quantity Sketches/Calculations

Items that are measured for payment shall show all calculations used to determine the reported quantity. Items that are not easily explained or complex need a graphic sketch to serve as a visual aid to the calculations. Quantity sketches/calculations shall be neat, legible, and well organized. Quantity sketches/calculations shall be bound and identified by the project number, county, line item number and description, location, and station. File documents in the material documentation section, as per line item. Notes should be recorded in the remarks section of the DWR whether an item was direct field measure, percentage payment, incomplete item, installed or removed percentage, or referencing quantity calculations and sketches.

Master List/Spreadsheet

Lump sum items, with the exception of traffic control, that are in excess of \$1000.00 need to have a scheduled breakdown of payments. Contractors are encouraged to submit a proposed breakdown for review and consideration by the Construction Manager. The Construction Manager will compare the contractors proposed breakdown with the Contract to determine if it is acceptable. Other items which are complex such as drainage structures, bridge sub structure and superstructure,

construct and remove items, etc. need to be recorded on a master list or spreadsheet as soon as practicable. Master list or spreadsheet shall be in excel format and identified by the project number, county, line item number, and description, location, and station. File documents in the material documentation section, as per line item. Notes should be recorded in the remarks section of the DWR whether an item was direct field measure, incomplete item, installed or removed percentage, or referencing master list or spreadsheet.

Field Quantity Books

At the Construction Manager's (CM's) option, Field Quantity Books (e.g. Excel Spreadsheets/pay item breakdowns) may be used as a source document to supplement measurement and payment documentation. Each Field Quantity Book used on a Project shall display the following information on the front cover/title page:

- Project number
- County
- Reference number
- Ensure items in the book are indexed properly. Number the pages.

Store the Field Quantity Books in the Project Office to prevent loss. The Construction Manager or designated representative shall prepare a Summary Report in the appropriate Daily Work Report, and include the following information:

- Project number(s)
- Item number and description
- Pay quantity for current pay period.
- Reference to the Field Quantity Book and page number

Earthwork

The Grading Complete pay item is the combination of several specification items. It is a lump sum payment item. Accordingly, measurement and payment are best performed by requesting a breakdown of the item by percentages from the Contractor, e.g. 10% clearing, 10% grubbing, 25% for grading between stations x and y, etc. The Construction Manager CM will review the entire breakdown to determine that the quantities representing the Work to be performed are accurate and are in line with the approved Progress Schedule Chart. The Construction Manager will record the lump sum breakdown in the payment documentation section of the file management section.

Excluding bridge excavation, GDOT has moved toward a "template" approach for measurement and payment of the remaining specification earthwork items. The result is having cross sections built from a combination of photogrammetry, aerial survey, direct field survey, and digital terrain modeling and paying the plan quantities minus any exceptions

submitted. In general, this approach is accepted without objection by the industry.

Contractor Certified Cross Sections

There are Projects, i.e., new location alignment, where the accuracy of aerial or “flown” cross sections through dense vegetation cannot be substantiated. In these scenarios GDOT will use a Contractor Certified Cross Section to establish initial cross sections.

Special Provision Section 205 – Roadway Excavation (Contractor Certified Cross Sections) has been created to provide a means of paying the Contractor for cross sections taken by their forces in areas where the cross sections contained in the plans vary from actual field conditions. By utilizing this Special Provision, the Engineer has the authority to have areas cross sectioned by the Contractor and have a means for paying for the Work.

Cross-Sections shall be taken under the supervision of a registered land surveyor or professional engineer, and certified/sealed before submission to the Construction Manager.

All cross sections submitted to the Construction Manager by the Contractor must be an electronic submittal containing the following:

- Signed Submittal Letter
- Recorded legibly in a PDF or spreadsheet
- Stamped by a registered land surveyor or professional engineer
- Information that is within specified tolerances (Special Provision)

Data shall be transmitted to the District Location Manager for review. The Department (District Location Manager and Survey crew) shall have 20 available days from initial receipt, to spot check the Contractor’s cross-sections. The District Location Manager shall determine whether the cross-section submittal is acceptable.

If the Contractor’s certified cross sections are not accepted, the Construction Manager shall notify the Contractor in writing, providing justification for the rejection. Once the submittal has been accepted, the Construction Manager will sign and date the approval on the Cover Letter and provide a copy to the Contractor and the District Preconstruction Engineer. The original shall be kept in the in ProjectWise.

Note: Payment shall be made only for accepted Contractor Certified Cross Section submittals.

The Construction Manager will mark the Project as-built plans in red to reflect the accepted Contractor certified cross section elevations and offsets. All earthwork calculations shall be based on the accepted Contractor certified cross sections and the remainder of the original cross section contained in the plans.

Note: The intent is not to have the Contractor cross-section the entire Project, but only those areas with discrepancies.

Measurement and Payment

The Office of Design Policy and Support shall supply a volume report to the Area Manager at the Preconstruction meeting or shortly thereafter. The Construction Manager should use the volume report to estimate quantities between stations for payment to the Contractor during construction. Undercuts and/or other general small locations not shown on original cross sections shall be calculated by construction project personnel based upon field measurements. Record these quantities separately from the volume report quantities. Contractor requested changes or disputes to the overall estimated volume quantities should be audited by Contract Liaison prior to final decision. Final cross sections and volume report shall be audited by the Contract Liaison prior to final payment is made or agreed upon.

Measurement and Quantities

CS Concrete under Approach Slabs (See Georgia Standard Detail- M2)

➤ Condition #1:

When the Contract for the Bridge and Roadway are let separately, the sub-base will be class "CS" concrete according to section 500.

➤ Condition #2:

When the Bridge and Roadway are let under the same Contract, the subbase may be either "CS" Concrete or the same material as required for the roadway base or sub-base. In both conditions, payment for the subbase is included in the payment for the approach slab. In condition #2, "same material" quantities shall be deducted from the roadway quantities.

Calculating "same material" quantities

English

- Roadway item paid by weight: (Subbase ft³) (Theoretical Roadway Material lbs. per ft³) = lbs. placed in subbase.
- Convert lbs. to tons if the roadway item is paid by tons. Deduct "weight placed in subbase" from roadway item quantities. Show deduction on roadway item inspection report.
- Roadway item paid by square area: Do not measure as part of the roadway. If field conditions require measuring of the subbase as part of the roadway, deduct subbase square area from roadway square area. Show deduction on roadway item inspection report.
- Roadway item paid by volume: Do not measure as part of the roadway. If field conditions require measuring of the subbase as part of the roadway, deduct subbase volume from roadway volume. Show deduction on roadway item inspection report.

Metric

- Roadway item paid by weight: (Subbase m³) (Theoretical Roadway Material kg per m³) = kgs placed in subbase.
- Convert kgs to megagrams (Mg) if the roadway item is paid by Mgs. Deduct "weight placed in subbase" from roadway item quantities. Show deduction on roadway item inspection report.
- Roadway item paid by square area: Same as English
- Roadway item paid by volume: Same as English

Weight Tickets and Tare Weight Sheets

Weight tickets, including invoice-type tickets or documents on a load basis used to support payments, are source documents. The Construction Manager shall transmit weight tickets to the Project Office as soon as possible.

Group weight tickets in batches as follows:

- On a lot basis for asphalt (based on DOT 159's)
- By pay period for Graded Aggregate Base (GAB) or other unit weight Items

Attach an adding machine tape, or spreadsheet, that shows the total quantity of materials placed, date, and signature and title of the person preparing the tape. Enter the total quantity of weight tickets on a Pay Item Report. For projects using eTicketing, the summary report provided by the Contractor shall be used in place of the adding machine tape.

Note: Summary report for eTicketing shall be reviewed for accuracy and outliers.

The Office of Materials and Testing (OMAT) administers the Certified Public Weigher (CPW) program. OMAT performs random weight checks and determines if tare weighing procedures are adequate. Standard Operating Procedure 15 (SOP 15), issued by OMAT, outlines the procedure for ensuring that CPWs accurately weigh materials delivered to Projects. SOP 15 also addresses compliance with the State and Federal laws governing haul vehicle load limits. Contact the OMAT if you have questions on the acceptability of weighing procedures.

Weight Ticket Procedure for Contractors

Contractors shall use the following procedure for obtaining CPW certification for most items paid for by weight:

Note: Small quantities of materials may be exempted from weighing if other satisfactory methods of verification are used, such as invoice or bag count.

- Provide original tickets only. Project Personnel shall not accept photocopies of tickets under any circumstances.
- Use tickets marked with pre-printed ticket numbers.
 - ❖ Ticket numbers do not have to be in sequential order; however, they must appear in reasonable sequence.
 - ❖ The Department reserves the right to reject tickets out of sequence.

- Each ticket must be a computerized printout and contain the following:
 - ❖ Gross, tare, and net weight
 - ❖ Date
 - ❖ Time of batch or loading
 - ❖ Sequential ticket number
- Each ticket must contain (by imprint, printer, or hand) the following:
 - ❖ Load number
 - ❖ Truck number
 - ❖ CPW stamp, seal or number
 - ❖ CPW signature
 - ❖ Project number
 - ❖ Description of material

Ensure that tickets do not contain strikeovers. Isolated instances of strikeovers may be accepted if the person making the correction initials them. Submit to the Department only the original copy of a weight ticket as the “copy of record” for payment. The Department accepts weight tickets approved by the OMAT or the Office of Construction.

For projects using eTicketing for delivery of an electronic ticket, the above information shall be provided through electronic means and visible on a mobile device or computer. In areas where cell service is achievable, the contractor shall demonstrate that service is not available. The Construction Manager shall request paper tickets for validation of material delivered to the project site. Project personnel will compare the paper tickets to the electronic summary and electronic tickets submitted by the Contractor and transfer notes from the paper tickets to the electronic version. The electronic summary and tickets shall be used for payment to the contractor after being reviewed and validated.

[Weight Ticket Procedure for Project Personnel](#)

Project personnel shall use the following weight ticket procedure:

- If possible, two Inspectors should be on the Project covering the Work when the Contractor places material paid for by weight. Having two Inspectors onsite allows one Inspector to record information on the tickets full-time. If only one Inspector is present, he or she should pick up tickets as frequently as possible.
- View dumping as much as possible to accept tickets that represent material incorporated into the Work. The Inspector should also calculate spread rates and document their calculations as often as possible during the day.
- Sign the first ticket of the day with full name and title.
- Initial all subsequent tickets.
- If the Inspector is replaced during the day, the new Inspector repeats this process. If the Inspector takes load temperatures for hot plant mix, the temperature shall be recorded on the load ticket for the load sampled.

- The time of placement shall be noted on each ticket. If the inspector does not observe the placement, note "NO" on the ticket to indicate that placement was "Not Observed".
- Check the truck bed for unused material or buildup.
 - ❖ The Department does not pay for material not incorporated into the Work.
 - ❖ Deduct from the ticket any significant amount of material left in the bed or wasted on or off the Project.
 - ❖ Material left in the bed or wasted (on or off the Project) will be weighed by the CPW at the plant/quarry and the negative amount will be shown on the ticket.
 - ❖ Any deductions shall be noted on the original ticket and the Contractor shall be advised.
- Suppliers of materials weighed by approved net weight weighing devices, record the following on a Tare Weight Sheet:
 - ❖ Stored tare weights for the haul vehicles
 - ❖ The date the tare weights were obtained
- Suppliers of materials that obtain individual-load tare weights record the following on a Tare Weight Sheet:
 - ❖ Tare weight of the first load for each haul vehicle
 - ❖ A note that each load has an individual tare weight
- Collects Tare Weight Sheets every day.
- Review each ticket. The Department does not accept tickets for payment that do not contain the required information or include discrepancies.
- Compare tickets with the Tare Weight Sheets for the day to ensure that the correct tare weights are recorded on the weight ticket of record.
- Review Daily Tare Weight Sheets to ensure that the recorded tare weights for approved net weight devices are current as required by SOP 15. Extreme variations in truck tare weights may indicate irregularities; in this case, the Inspector should notify the Office of Construction for further investigation. The Inspector retains collected Tare Weight Sheets in the envelope with the weight tickets collected for that date.
- The OMAT supervisor in the District assists in verifying the route traveled to a Project for material delivery vehicles. The Pit and Quarry Control Branch at the OMAT can provide information on aggregate truck routes.
- Reject material showing a gross weight in excess of limits, see Subsection 107.14 in the Specifications. Do not accept these trucks until the CPW has reweighed the truck according to procedures outlined in SOP 15 and in compliance with the Federal Weight Law. Tickets for overweight trucks are to be kept by Project Personnel and "Overweight Load – Rejected" written on the ticket. When an overweight truck is rejected check all subsequent trucks until the trucks comply with the Federal Weight Law.

- Maintain, in the Project records, the ticket for any load of material that was rejected. Note the reason for rejection on the ticket.
- Do not ask for missing tickets as determined by load or ticket numbers unless the Inspector observed the material being placed. The Inspector should not accept for payment any tickets for material presented after the day of placement.
- Testing management personnel sign tickets for loads with verified weights.

For projects using eTicketing for delivery of an electronic ticket, the above information shall be documented via the mobile device or computer. If the contractor demonstrates that service is not available, the Construction Manager shall request paper tickets for validation of material delivered to the project site. These paper tickets shall be compared to the electronic summary submitted by the Contractor. The electronic summary and tickets shall be used for payment to the Contractor after being reviewed and validated.

Invoices

The Inspector collects and retains invoices that will be used to document a material source. Some common construction materials that require invoice collection are:

- Portland cement (bag only)
- Asphalt cement (load ticket)
- Structural steel
- Bridge timber
- Bar reinforcement steel
- Shear connectors
- Grassing components (in bulk)
- Pipe

Materials Documentation

A Materials Certificate (MC) or Materials Reconciliation (MR) is required for all DOT Projects except for off system "State-Aid" Projects. A MC or MR verifies that the primary materials incorporated into the Work are of acceptable quality. A MC Checklist has been developed to assist the Department in certifying materials requirements on DOT Projects in a timely manner and is used to obtain the MC and the MR. The MC Checklist only covers items that are part of the final MC and should not be relied on for all material requirements. All materials that are used on DOT Projects have materials requirements, even materials that are of a temporary nature. The Contract document, the Specifications and the Sampling,

Testing and Inspection Manual should be consulted for complete materials requirements.

The Qualified Products List (QPL) contains material products and sources that are pre-approved for use on GDOT Projects. If a QPL does not exist for a material, then the Contractor shall supply a manufacturer 's certification that the material meets the specification, or it shall be sampled and tested before use according to the Specifications. Materials that are covered by a QPL but appear to be deficient in quality when delivered to the Project shall also be sampled and tested before use.

Construction shall utilize tools and reference materials provided by the OMAT at the Materials Audit Web Page <http://www.dot.ga.gov/PS/Materials#tab-2> and in GA 411 Materials Management to expedite the issuance of the Material Certificates. The web page provides instructions and required forms for the MC process. The GA 411 Materials Management contains MC Project status reports. Use these reports to check the MC status of Projects before you contact the Materials Audit Unit.

Projects require a Materials Certificate Checklist (Checklist) to be completed monthly by the Construction Manager and maintained in the Project Files. For projects let before December 2019, the Final Checklist shall be sent to OMAT, Materials Audit Unit. The Final Checklist and the most recent Items Quantity Report (IQR) are required to initiate the materials audit. Forward both together to OMAT. For projects let December 2019 and after, the audit can begin when all permanent roadway items are complete and corresponding Estimate Discrepancy Reports in SiteManager/AWP are resolved. Place the most recent IQR and the Final MC Checklist in ProjectWise and notify Materials Auditing. This can be done even at the Closing Conference. OMAT may begin the process as early as Substantial Work Complete Date (Time Stop) or earlier based on reporting in GA 411 and from information pulled from SiteManager/AWP. The Construction Manager should communicate and coordinate accordingly. If the final estimate is not complete, the CL will place the following note on the most recent IQR: "*All Items on the Final Materials Checklist are installed, complete, and accepted.*" The CL will sign and date the IQR.

[Process for completing the Materials Certificate Checklist \(Checklist\)](#)

After every letting, the District Construction Office will prepare a Checklist for every let Project. The Checklist will be sent to the Area Manager.

- The MC Checklist shall be completed every month by the Construction Manager for every Project and maintained in the Project files.
- If materials are not used during the month, such should be noted in the applicable Checklist.
- During the first auditing of the estimate, the CL will compare the items on the construction estimate to the Material Checklist to ensure all items requiring material verification are listed.
- The Materials Audit section of OMAT may perform periodic audits of the Project records during construction and will

review the checklists to ensure adequate test reports are on record.

- Verify QPL sources and pre-inspection numbers, and review manufacturer certifications.

NOTE: If the Checklist has not been received by the Area Manager on a Project within 30 days of Award, the Area Manager or Construction Manager shall notify the District Construction Office immediately.

Use the following regarding Materials requirements for all Projects:

- Maintain test reports in the Project files as noted on the Checklist.
- Maintain any Manufacturers Certifications or special reports noted on the Checklist along with the appropriate checklist, not separately.
- Check that all materials suppliers are on the appropriate QPL and note the source names on the Checklist as noted. Some pay items have been combined on the Checklist because they normally are supplied by the same source – list all sources if that is not the case.
- All QPLs are maintained on the OMAT website.
- Do not prepare the following forms if you are using a MC checklist on your Project:
 - ❖ DOT 546 – Steel Piling and Bridge Rail Reports
 - ❖ DOT 549 – Highway Guardrail, Post and Offset Blocks

[Instructions for completing the Materials Certificate Checklist](#)

A	B	C		D	E	F	G	H	I	J
LINE ITEM	ITEM CODE	LINE ITEM	DESCRIPTION	QPL #	MATERIAL REQUIREMENTS	1	2	3	OK	DOCUMENTATION
						CM			AUDITOR	
325	207-	FOUND BKFILL MATL, TP II		2	DOT-553 (1/500 CUBIC YARD OR 1/3 STRUCTURES)					SOURCE FROM PROJECT TICKETS:

- Columns A, B, C, D and E will be completed by District Construction Office prior to sending the Checklist to the Area Office.
- Column A (Line Item) contains the Line Item number corresponding to the Contract bid items in SiteManager/AWP. Column B (Item Code) and Column C (Line Item Description) are self-explanatory.
- Column D (QPL#) will contain the QPL number. If there is no QPL for the item it will contain "N/A".
- Column E (Material Requirements) will contain the test reports that shall be maintained in the Project file and the approximate frequencies for these tests. Construction Manager's are also encouraged to review the Sampling,

Testing and Inspection Manual for more detailed descriptions of tests and frequencies.

- Column F, G, H and J are to be completed by the Construction Manager.
- The Construction Manager is to initial boxes F, G and H monthly to signify that any required tests have been reviewed and materials requirements have been met. Column I is for the Contract Liaison to initial that they have reviewed the Checklist and all items that were paid for during that month had the appropriate materials requirements in the file and the quantities paid are covered by appropriate tests, and any pay penalties have been applied.
- Column J (Documentation) is for special notes or for the Construction Manager to identify sources and/or inspection stamps. Specific requirements or reference to the location of requirements will be noted on the MC checklist for items not covered under a QPL. When material documentation is recorded it is carried over to the next checklist as a total to date used.

NOTE: For items that note "Source:", document the source or product on the check list. The source must be on the current QPL for that item. For items that note GDT#, CPT#, CMPT#, CPPT# or AWW# pre-inspection requirements the CM shall write in the inspection number stamped onto the product. Do not install items that are required to be pre-inspected if they are not stamped.

EXAMPLE:

A	B	C		D	E	F	G	H	I	J
LINE ITEM	ITEM CODE	LINE ITEM	DESCRIPTION	QPL #	MATERIAL REQUIREMENTS	1	2	3	OK	DOCUMENTATION
						CM			AUDITOR	
325	207-	FOUND BK FILL MATL, TP II	2	DOT-553 (1/500 CUBIC YARD OR 1/3 STRUCTURES)	GM	GM	-	BM	SOURCE FROM PROJECT TICKETS: Blue Circle Aggregates Douglasville, GA	
350	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	45	DOT-159 (1 PER LOT)	-	-	GM	BM	LOT #'s ___1___ TO ___20___	
565	550-4418	FLARED END SECTION, 450 MM, SLOPE DRAIN	4 OR 56	DOT-553(1/3 STRUCTURES)	-	-	GM	BM	4- CPT# ___23___ OR 56-CMPT TAG Y SOURCE: Sherman Concrete Pipe Co. Rome, GA	
1100	407-0010	ASPHALT-RUBBER JOINT AND CRACK SEAL, TP M	N/A		-	-	-	NOT USED	ATTACH 106.05 CERTIFICATION	

In the example above:

- The Construction Manager wrote in the Sources to line item 325 and verified that the DOT-553 test reports were all passing and in the file.

- The Construction Manager wrote in the lot numbers from the 159 reports for line item 350 and checked that the quantities noted on the 159s matched the pay quantities and any pay penalties were included on the monthly statement.
- The Construction Manager noted the CPT# and source for line item 565.
- The Construction Manager would attach a copy of the materials certification provided by the Contractor for line item 1100 if it had been paid for in the past three months.
- All items may not be paid for in each month. The Construction Manager should initial each month that the item was included in the construction report.
- The Contract Liaison initials that they have seen the items in the file.
- The Contract Liaison shall place a dash or strike out months when items were not used.
- If the item is not used for the entire quarter the Contract Liaison will note "not used".
- For Off System, State Funded Projects, Checklists will be sent electronically to each District Lab instead of Area Managers. Area construction personnel shall notify the Branch Lab when testing is needed to be performed on these Projects. Construction can close out the Project without a Materials Certificate for all Off-system, State funded Projects
- An internal OMAT Materials Certificate will be developed and filed in the ProjectWise.

Salvageable Materials

Salvageable materials are materials that can be reused for their intended function. Items such as damaged or rusted guardrail or signs, bent sign posts, and decayed offset blocks are not considered salvageable materials.

All materials removed from a Project must be removed either by Maintenance personnel or the Contractor. State employees and consultants are expressly prohibited from removing any Department-owned material from a Project or accepting any material from a Contractor for personal use.

Maintain proper documentation for the Project records for any items that are specifically designated as Department property in the Specifications, Special Provisions, or Plans. Department property includes items such as bridge beams, and structural steel items.

Ensure the Contractor cleans and/or properly stockpiles the material in a specified location.

Perform the following when the Contractor has stockpiled an amount of salvageable material, or when all the stockpiled material is ready for Maintenance to pick up:

- List on Form DOT 638, Inventory Transfer Form, the Project number, material type, quantity, and location.

- Notify the State Maintenance Office that the material is ready for pickup.
- Require Maintenance personnel picking up the material to verify the quantity and sign and date the form.
- Distribute copies of the Inventory. Transfer Form as follows:
 - ❖ Copy to Maintenance personnel
 - ❖ Copy for the Project records
 - ❖ Copy to the District Office of Maintenance

Remove these items only to the designated location. Do not remove these items to any other location without approval of the State Maintenance Engineer. Ensure that the salvageable material is not damaged during removal and transfer to the designated stockpile location. Document for the Project record and the District Maintenance Office all altered, damaged, or destroyed material.

Materials that are removed as clearing and grubbing, or as unclassified excavation, unless otherwise specified, become the property of the Contractor.

Materials Ordered, Not Used

If the Contractor has ordered material that was not incorporated into the work due to a plan revision or other reason due to actions of the Department, the Contractor may ask the Department to purchase these materials. If the Department approves the purchase, the Construction Manager shall:

- Keep proper documentation for the Project record.
- Ensure that Maintenance personnel receive the exact quantity paid for.
- Require Maintenance personnel to sign for receipt of the material.
- Show payment for the material by a change order. Payment includes the actual cost of the material plus other costs that receipted bills and cost records can support.

For more information, see Specifications Section 201, Section 205, and Section 610.

As-Built Plans

Project personnel shall maintain and prepare for permanent retention As-Built plans on:

- Construction Projects on the State Highway System.
- Major Projects constructed off the State Highway System for which the Department has provided funding and construction supervision.

Projects that are excluded from this requirement are:

- Resurfacing Projects built according to plans without any additions, deletions, or modifications

- Projects let and built without plans
- Signal installations and Projects to add turning lanes at intersections

Mark in red ink on the As-Built plans the following items that may be applicable to a particular Project:

- Alignment or grade changes
- Drainage changes, such as location, flow line, structure size, etc.
- Surface changes, such as ditch paving, under drain pipe, curbs, sidewalks, etc.
- Alternate construction method or item chosen if the original plans offered alternates
- Bridge changes, such as footing elevations, footing types
- Changes in guardrail location
- Typical section changes
- Major quantity changes
- Water and Sewer Facilities
- Additional signage or change in location of signs

The Contractor shall maintain As-Built Plans for the water and sewer facilities if they are included as bid items in the construction Contract and forward to the applicable utility owner and the Construction Manager.

On projects let before December 2017, As-Builts can be submitted as paper copies to be scanned by the Office of Design Policy & Support and uploaded to the system or they can be uploaded by the Construction Manager as PDF into ProjectWise. On projects let December 2017 or after, the As-Builts will be documented using BlueBeam Revu and will be uploaded by the Construction Manager as PDF into ProjectWise. As-Builts are used by Department personnel for redesigns and answering questions about the project. As-Builts shall be kept up to date and markups shall be uploaded to ProjectWise on a weekly basis.

Equipment Documentation

Equipment documentation is no longer required on Projects (except as noted below).

Record the arrival and departure of major pieces of equipment in the DWR Remarks Section such as paving equipment, cranes, large earth moving equipment, and any specialty equipment. Equipment documentation is necessary for the record of Work and determination of eligibility for DBE credit. Project personnel must document in the Daily Work Reports. To obtain DBE credit, the DBE Subcontractor must use his or her own equipment to furnish and erect structural steel, other large volume or high dollar items.

Note: This Guidance in no way alters the requirements of Specifications Subsection 105.13, Claims for Adjustments and Disputes.

Document Controls

Document Control Logs (not to be used in SM program) are required on all Projects. The Document Control Log is designed to identify and track all incoming and outgoing documents. To be effective, the Log must be complete and up to date, with dispositions noted. "Attorney-Client Privilege" Files are restricted and shall be filed and recorded separately. A Log Report must contain who the document was from or to; was there a Reply; Subject, and Date received or sent. Document control logs and correspondence shall be uploaded to ProjectWise.

Chapter 6 – DAILY WORK REPORTS AND DIARIES

Daily Records

The Construction Manager shall record and maintain the daily work activities, contractors and subcontractors on site, charging time on milestones, and work items (Measurement and payment) in the Daily Work Report (DWR) and Diary functions in SiteManager/AWP. Project information should be recorded in the DWR. Exclusive of Holidays and weekends, a minimum of one DWR shall be done daily by the Construction Manager. The Construction Manager shall create Diaries as required to authorize DWR's and facilitate estimate generation. If there are multiple items of work being done with more than one construction personnel supervising the Work, multiple DWR's per day will be required to document the Work and make measurement and payment. If the Contractor performed work on a Holiday or during a weekend, a DWR and Diary shall be done by the Construction Manager to document such activities and work.

The Diary function in SM should be used to charge time to active project milestones and authorize DWR's. If there are any active milestones on a project, the Construction Manager shall create a diary every day and charge a full day to the active milestone. The DWR is an up to date record of the construction activities occurring each day on the Project. The DWR is the source record of working conditions and work performed.

Note: Personal opinions shall not to be included in DWR's and Diaries

The Construction Manager will create a Diary for the project (if a DWR was done). With the Diary, the Construction Manager will approve DWR's. Once DWR's are approved, an estimate can be generated by the Construction Manager. With exception to the "Contractor Equipment" tab and the "Daily Staff" tab, the DWR shall be completed fully with applicable weather information and concise comments regarding any accidents, change orders, project information, and visitors. Measurement and Payment is done in the DWR though the "Work Items" tab.

Note: The Contractor cannot review a DWR without proper approval from the District Construction Manager.

The Construction Manager is responsible for reviewing all DWR's done on assigned projects. If multiple DWR's are done daily by separate inspectors, the Construction Manager should ensure basic information such as weather and temperatures are consistent across the DWR's. The Construction Manager should ensure the DWR's are complete with detailed description of daily work, station numbers, project left and/or right, and applicable measurement and payment of work items installed. The Construction Manager should ensure DWR's are kept in a timely manner and not allow the project team to get behind in completing daily entries.

Note: It is easier to document events when they first occur.

Weather and Temperature

Record the current weather, e.g., rain, cloudy, sunny, etc. and both AM and PM temperatures every day that work occurs. Document weather or other occurrences on weekends or holidays that affect progress of the Work on the next daily entry, e.g., rain last night (Sunday). The CM and inspectors should put more detailed information regarding weather conditions in the Remarks section of the DWR.

Note instructions given or received – Document relevant communication with both internal and external customers.

Unusual Events

Record any unusual events or circumstances that occur on the Project if they occur on or directly affect the Project. This would include material availability and events such as flooding, tornados or similar natural disasters. Provide detailed information about the event and how it affected the project.

Project Information, Contractor's Representative

Record who the Prime Contractor's superintendent or representative was for that day. Record who the Subcontractor's representatives are on the Project, especially DBEs.

Project Information, Contractor's Activities

Enter a brief description of the Contractor's and Subcontractor's activities, including station ranges, structure numbers, etc. that are necessary to locate the work and note the start and completion for such activities. Record contract site times and milestone events (traffic shifts, bridge openings, road closures, or completion of distinct elements of work). In detail, identify Force Account Work or directed extra Work. Maintenance of separate Force Account records will be required for such work.

Visitors

Record the names of visitors to the Project.

Equipment

Record when major pieces of equipment are mobilized or de-mobilized from the Project and for DBE documentation purposes.

Chapter Seven – Traffic Control

General

The purpose of Temporary Traffic Control (TTC) within a work zone is to provide for the safe passage of all road users (motorists, bicyclists, and pedestrians including persons with disabilities in accordance with the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)). Special Provision 150 specifies the installation and maintenance requirements of temporary traffic control devices during construction for Projects let to Contract by the Georgia Department of Transportation.

The Temporary Traffic Control (TTC) Plan is defined in Special Provision Section 150. Traffic control devices referred to in this section are devices specified in the Contract and the MUTCD and are used by the Contractor to regulate, warn, or guide traffic (and Pedestrians if applicable) through a Project under construction. When any provisions of the Specifications or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control.

Construction Manager’s Responsibilities

Prior to installation of temporary traffic control devices, review the Contractor’s detailed staging and TTC Plans (including pedestrian traffic control if applicable) for performing specific areas of the Work. The plan shall meet the requirements of Special Provision 150. Before construction begins, inspect the initial installation of the traffic control devices and pedestrian traffic control devices if applicable. Advanced warning signs shall not be installed until the Work activities are about to begin. Having work zone traffic control in place on an inactive Project may desensitize the road users and should therefore be avoided when possible. Any temporary traffic control signs that are post mounted shall be covered until all necessary work zone signs are installed unless all the signs needed to sign the work zone can be installed within seven (7) calendar days after beginning installation.

Inspections

The Contractor is responsible for design, installation and maintenance of the TTC Plan. The Construction Manager should perform periodic day and night inspections of the Project to ensure the TTC Plan has been implemented and the signs and/or devices are not obscured. The Construction Manager should also inspect and review the general layout, condition, and maintenance of the TTC Plan items, e.g., drum spacing. When performed, the inspections shall be noted in the Daily Work Report and documented on the TC-1 Form

On all Projects, traffic control and warning signs should be documented with video recordings. The recording should be made of all traffic control and approach warning signs as soon after installation as practicable. If videos cannot be made

on a timely basis, digital photographs can be substituted. After each major staging change affecting traffic control, video recordings should also be made to document the changes to the TTC Plan (See Chapter 2 of the Construction Manual).

Note: It is recommended the CM maintain a video/photo log to ensure accurate record keeping and documentation cycles.

Accident Documentation

Whenever possible the Construction Manager should document accidents in the DWR Remarks section that occur within the construction limits. This includes taking and or collecting photographs, videos and police reports. Copies of any photographs taken by police or private photographers should also be obtained and placed in the Project file. This information can also be evaluated at a later date when formulating the Traffic Management Plan (TMP) for future Projects (See P&P 5240-1 Work Zone Safety and Mobility Policy).

When an accident involving a fatality or serious injury occurs in a construction zone, it is essential that photographs or video recordings be taken to document the TTC Plan conditions. Photographs or videos should be taken before the Project conditions existing conditions at the time of the accident are altered, and in no case later than twenty-four (24) hours after the accident. Accidents that involve fatalities that occur within the Project limits need to be reported immediately to the Area Manager, District Construction Manager, and the State Construction Engineer. Additionally, accidents that close major roads need to be reported as just specified for fatalities and should include the Traffic Management Center.

Enforcement

If deficiencies in traffic control are not satisfactorily corrected as specified in Special Provision 150, the Construction Manager will set a deadline for making corrections noted on Form TC-1 (Traffic Control Inspection Report; (See Special Provision 150). The Construction Manager will notify the Contractor's WTCS and the Project Superintendent in writing (attach the current TC-1 report identifying deficiencies remaining) that the Department will cease all Work on the Project, except for traffic control and erosion control, and impose nonrefundable deductions in accordance with Section 150.08 if the corrections are not made by the established deadline.

If the Contractor fails to meet the established deadline, the Construction Manager will again notify the Contractor's WTCS and the Project Superintendent in writing that the WTCS has failed to properly perform the duties of the job and request that the Contractor cease all Work on the Project except for traffic and erosion controls items. The Construction Manager shall also notify the Contractor's Company Principal that nonrefundable deductions for nonperformance will begin until the Construction Manager is satisfied that all corrections have been made. All Work, except traffic control and erosion control, shall remain shut down until all required corrections have been made.

If the WTCS continues to be delinquent, the Construction Manager may direct in writing to the Project Superintendent that the WTCS be placed on probation or dismissed, depending on the circumstances. If dismissed, the Construction Manager shall request that the Contractor find an immediate replacement to administer traffic control. The Construction Manager shall consult with the Area Manager and District Construction Manager prior to placing a WTCS on probation or dismissing them from the Project. A meeting with the WTCS and the Project Superintendent shall occur prior to taking this action against the WTCS. The Area Manager should attend this meeting and emphasize and outline the Department's concerns and expectations regarding traffic control. What is discussed and agreed on in the meeting shall be documented by letter to the Contractor and a copy placed in the Project files.

Contractor's Responsibility

Prior to construction, the Contractor shall submit detailed staging and TTC Plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widening, paces, lane closures, pedestrian detours/diversions or other activities that disrupt traffic and/or pedestrian flow.

At a minimum of fourteen (14) days before a major traffic, and/or pedestrian shift on the Project, the Contractor shall submit traffic control details as specified in the Special Provisions to the Construction Manager for consideration. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Worksite Traffic Control Supervisor

The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS) who shall be responsible for administering the Temporary Traffic Control Plan according to the Contract. If the Work requires traffic control activities to be performed during the daylight and nighttime hours, it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be approved by the Construction Manager prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor (WTCS) shall meet the requirements set forth in Special Provision Section 150.

Traffic Interruption Reports (TIR)

The Department reserves the right to restrict construction operations when, in the opinion of the Area Manager, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. Special Provision 150 in the Contract outlines the required notification to be given to the Contractor prior to suspending Work.

The Traffic Interruption Report (TIR) is a report of current and planned construction road closures, emergency road closures and road conditions statewide. The intent is to capture all traffic interruptions that occur on interstates and state routes

throughout the state.

The Department uses a web-based TIR Application to enter road closures into the network database. The CM will submit a TIR Form via email to the TMC TIR Group. TIR's shall be done when the flow of traffic will be interrupted by the Contractor's Work. This includes, but is not limited to, travel lane closures, shoulder closures, traffic paces, and/or moving operations. The information entered into the TIR Application by TMC updates 511 and the Georgia NaviGator website to provide real-time construction information to the public. Once the scheduled times on TIR's are reached, the road closure is considered "active" and all information is disseminated automatically to 511. The accuracy, timeliness and reliability of these systems are contingent upon the data entry and reporting features being complete within each TIR. It is also essential to ensure that TIR's are updated as roadway conditions change.

The TMC Operators also assist the Construction Manager with updating TIR's when necessary. The TMC Operators have the ability to create TIR's when none are present in the TIR application for closures. TMC Operators also have the ability to make revisions to TIR's, such as lane changes, date/time updates, contact information, etc. To ensure accuracy of Georgia 511, the TMC has developed procedures internally to continually review all closures on the website, and make sure the TIR Applications is updated accordingly.

Procedures for Daily/Weekly Closures

Daily lanes closures are required to have a TIR posted in the database at least 24 hours prior to the closure being active in the roadway. Any overlapping Projects, conflicts or major events that may be impacted by construction will be brought to the attention of the Director of Construction, who will ultimately allow or reject the proposed closure. Once a TIR has been submitted in the database for the closure, the designated Construction Manager must contact TMC via phone at least 30 minutes prior to the scheduled start time to advise that the closure will be active (in the roadway affecting traffic) so the TMC can display messages on changeable Message Signs.

Once a closure has been removed from the roadway, the designated personnel must advise TMC that the closure has been removed and the roadway is reopened. This allows TMC to remove any messages related to the closure so the public is aware that all lanes are open.

If the lane closure will be in the roadway beyond the scheduled end time, the TIR must be revised with the new end time. If the Contractor goes beyond the time allowed for lane closures, the Construction Manager shall notify the TMC and the District Construction Manager.

When information concerning the closure changes, such as lanes affected, end time, mile post numbers, contact person on scene, the TIR needs to be updated as soon as possible. The Construction Manager is responsible for making the updates

to the TIR. If the closure is cancelled for the day, the Construction Manager is required to edit the TIR to reflect the change and notify TMC.

Procedures for Weekend Closures

The criteria for posting and making notifications for weekend closures are very similar to daily closures. The difference for weekend closures is that the TIR for weekend lane closure must be entered/posted by 12:00 PM on the Wednesday before the start date of the weekend lane closure. Once TIR's are received, they are compiled by the TMC Operations staff by 12:00 noon on Thursday and reviewed to ensure there are no potential conflicts or Projects that may overlap.

Any overlapping Projects, conflicts or major events that may be impacted by construction will be brought to the attention of the Director of Construction, who will ultimately allow or reject the proposed closure. Detailed contact information must be provided for all weekend closures. All other criteria for daily lane closures apply to weekend lane closures. The Construction Manager should contact the District Construction Office to get the contact information for the TMC.

TIR Summary

All closure information is to be entered into the TIR application as accurately as possible. Below are a few tips to keep in mind when creating or updating TIR's.

- All TIR's are subject to approval by the Director of Construction.
- If a closure is in both directions, enter 2 TIR's (1 for each direction of travel).
- Make appropriate updates to the TIR in a timely manner if closure information changes.
- Call Closures in/out to the TMC in a timely manner, including changes, delays, or cancellations.
- If the Construction Manager is unable to update the TIR themselves, they should notify someone in the Area or District Office. If they are not able to reach anyone at the District Office, call the updates in to the TMC, and TMC will make the changes to the TIR. Failure to make updates will result in inaccurate information for the public.
- Verify, edit and modify all TIR's daily.

Note: County roads and local roads interruptions will be handled by the Area.

Work Zone Speed Reduction

There are very specific conditions for work zone speed reduction. If these requirements are not strictly applied, the speed reduction may not be enforceable. Therefore, if a condition or request to reduce the speed limit does not meet the requirement for reduction, Condition 1 applies. Refer to Special Provision 150 in the Project's Contract and the Department Policy and Procedure 5250-2 and 5250-2a for additional information and specifics on speed reduction. The Construction Manager gives written approval for reduction of the established speed limit before the Contractor will be allowed to reduce

the speed limit.

In general, GDOT is responsible for determining the appropriate speed limit reduction for all roadways under its supervision.

The Contractor may request a reduction of the existing speed limit; however, GDOT will make the final determination

The Construction Manager responsible for the activity will determine the following:

- Appropriate speed limit reduction
- Duration of the speed limit reduction
- Length of the work zone

The Construction Manager must get the Area Manager's concurrence before final approval is given to the Contractor. The District Traffic Operations Engineer should be consulted for assistance as part of the review process. The Area Manager shall notify the District Construction Manager and the District Traffic Operations Engineer in writing a minimum of 48 hours prior to placing the new speed zone in operation; an email is acceptable.

Note: When the conditions that warrant the speed reduction are no longer applicable, the speed shall be return the original speed.

Pedestrian Considerations

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim and final pedestrian facilities shall have the prior written approval of the Construction Manager. Whenever a sidewalk is to be closed, the Construction Manager shall notify the maintaining agency two (2) weeks prior to the closure. When existing pedestrian facilities are disrupted, closed or relocated in a TTC zone, the temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

The Department has established several pay items to assist in maintaining pedestrian facilities. They include "temporary walkways with detectable edging", "temporary curb cut wheelchair ramps" and "temporary audible information device". The Department has Construction Details that can be used to plan temporary and/or alternate pedestrian routes. In addition, detailed staging plans may be needed to maintain pedestrian facilities. This should be discussed and planned in the pre-construction phase of the Project.

Traffic Control for Utility Work

Utilities in the Contract are bound by the requirements of Special Provision 150. For utilities not included in the Contract but working within the Project limits shall, at a minimum, follow the MUTCD. In addition, in accordance with the Utility Accommodation Policy and Standards Manual dated 2016 the Construction Manager reserves the right to require additional

certified flaggers, signs, warning lights, channelization devices, and other safety devices as may be necessary to properly protect, warn, and safeguard pedestrians and the traveling public. The Utilities on the Project are required to comply with any restricted Work hours.

Prior to commencing Work associated with highway construction, whether by permit or agreement, the Utility shall notify the Department's Area Manager or Construction Manager and present their Work schedule and temporary traffic control plan in order to review for any changes from the preconstruction phase submittal and for understanding by all parties prior to occupying the Work site.

Continued failure of the Utility to comply with the requirement of this or any other related section will result in the Construction Manager issuing a written order to stop Work. Upon issuance of a stop Work order, all utility Work on the right of way will be suspended, except erosion control and traffic control, until corrective actions or deficiencies are addressed, and the Construction Manager issues a written resume Work order. Contact the State Utilities Office or your respective District Utilities Office for additional guidance if necessary.

Measurement and Payment

When listed in the Contract, measurement and payment for Traffic Control will be made in accordance with Special Provision 150. No measurement and payment will be made until the Work has actually started on the Project. The installation of traffic control signage does not qualify as the start of Work.

Note: Under normal circumstances the Construction Manager shall not withhold any percentage of payment due to be paid to the Contractor.

Work Zone Safety and Mobility Policy

In an effort to develop an agency culture committed to providing reasonably safe work zones for all Workers and road users while considering mobility and access, the Georgia Department of Transportation has developed a Work Zone Safety and Mobility Policy (Refer to P&P 5240-1). The 2004 Federal Highway Administration's Work Zone Safety and Mobility Rule Title 23 CFR 630 Subpart J initiated the development of this policy. Requirements of this updated and final rule promote the development of a State Work Zone Safety and Mobility Policy to support systematic consideration and management of work zone impacts related to safety, mobility, operations and training. The intent of GDOT's policy is to standardize a Department-wide process for Project evaluation and implementation. The Construction Manager needs to review P&P 5240-1, and be familiar with activities that are required of them in regard to this policy.

Chapter Eight – Erosion and Sedimentation Control

General

The Department's Worksite Erosion Control Supervisor certification provides a comprehensive manual that would overlap the typical content of the Construction Manual. Therefore, the content below has been tailored to points of Contract administration during the construction phase. It is recommended the WECS manual be referred to for any questions not answered in the guidance below.

Georgia's natural resources are protected by State and Federal laws in addition to many related rules and regulations. The Department strives to protect Georgia's natural resources during all phases of Project development and certainly during construction. The prevention of erosion and sedimentation of Georgia's streams, ponds, lakes, marshes and shores is vitally important to fulfilling the Department's commitment to building our Projects in compliance with the governing regulations and protecting the environment.

This Chapter describes the responsibilities and procedures necessary to comply with the Department of Natural Resources, Environmental Protection Division NPDES General Permit and procedures to maximize erosion and sedimentation control.

Acronyms

- EPD – Georgia Department of Natural Resources' Environmental Protection Division
- NPDES - National Pollutant Discharge Elimination System
- ESPCP- Erosion and Sedimentation Pollution Control Plan
- WECS – Worksite Erosion Control Supervisor
- COE, USCOE or USACOE – US Army Corps of Engineers
- ECB – the Department's Environmental Compliance Bureau
- OES- the Department's Office of Environmental Services
- USFWS – US Fish and Wildlife
- SWB – State Water Buffer
- NMFS – National Marine Fisheries Services

Referenced Documents

- Standard Specification 107
- Special Provision 107
- Special Provisions 161, 163, 165, & 167 & ESPCP & 169.
- GAR100002 – (Georgia EPD's General NPDES Permit for Infrastructure Construction Projects)

Definitions

Notice of Intent (NOI) for GAR100002

An NOI is a document notifying the EPD that the owner and or site operator intend to comply with the requirements of the associated NPDES permit.

Notice of Termination (NOT) for GAR100002

A NOT is a document that informs the EPD that the land disturbing activities associated with an active permit have ceased and all areas are stabilized. It further implies all temporary BMPs have been removed and permanent BMPs are in place.

Note: A full list of related definitions can be found in the WECS manual.

Prior to Construction

The Construction Manager may retrieve a copy of the NOI following its execution from ProjectWise. It is mandatory the NOI be kept in the Project records. If a copy is not available at the time a Notice to Proceed has been issued, contact the Office of Construction Bidding Administration.

Note: Do not allow work to proceed without having a NOI and proof of submittal on file.

Following the award of a Contract but before performing land disturbing activities, which include clearing, review the ESPCP (with the State Construction Office's Erosion and Sedimentation Control Liaison) closely against existing ground features and attempt to identify the existence any additional State Waters not shown on the plans. This can be accomplished utilizing the guidance contained within the WECS Manual. Be sure to also review your Contract for related Special Provisions such as; 161, 163, 165, 167, 107.23, etc. for requirements that may place responsibility for this on the WECS. In addition, the Construction Manager should review the Environmental Resource Impact Table and the Environmental Commitments Table or "Green Sheet" to ensure all specified commitments are addressed in the Project plans, Contract, special provisions, etc. Performing this review prior to clearing and grubbing is a method to avoid encroaching upon a State Water Buffer (SWB) meant to otherwise be preserved. Disturbing a SWB where a variance has not been granted or where an exemption does not exist results in fines, remediation and will likely impact the Project schedule. Therefore, if a State Water is thought to be identified, have it temporarily delineated with some marking (flagging tape, orange barrier fence, etc.) and advise the WECS of their responsibility to ensure no one disturbs the area within that location and if it does occur they will be liable for any enforcement or remedial actions taken or required. Determination of state water requires a review by an OES ecologist. Either the Area Manager or the Construction Manager shall contact OES for further assistance.

The Construction Manager shall review the Contract documents for Special Provision 107.23 -Environmental Considerations. There may be a requirement for something in addition to our standard practices near waters that are home to threatened

or endangered species (T&E). There may be additional BMP requirements, or additional inspection requirements, or grading limitations, all of which the Construction Manager is to enforce. Therefore, be sure the Project Superintendent and the WECS are aware of any additional obligations prior to commencing land disturbing activities on Projects having T&E species present.

If a potential siltation problem exists due to the proximity of a body of water or other sensitive areas within 2500' of a Project, GDOT shall gather preconstruction data, such as cross-sections of lakes, etc., before breaking ground based on the Construction Manager's directions. Take photos and videos of existing conditions, and place special emphasis on all land-disturbing activities that may contribute silt or sediment to such areas. Coordination of pre- construction surveys is the responsibility of the Area Manager.

The Area Manager shall contact the District Preconstruction Engineer and arrange for District Location crews to survey any impoundment considered at risk. In the event a home owner or home owner association will not grant access or a right of entry for this activity the District Construction Manager should attempt to explain the benefits to the homeowner(s). If access remains denied, a certified, return receipt letter shall be sent documenting our efforts and the individual or group's denial of access. A copy of the letter and the certified mail return receipt shall be placed in the Project records.

During Construction

The Construction Manager's responsibility is to require the Contractor to obtain the maximum erosion and sedimentation control practicable. The WECS is the person the Department expects to ensure this occurs on behalf of the Contractor. On most Projects, especially larger grading Projects, erosion and sediment control requires a lot of coordination to be successful.

Note: The Department intends for the WECS to be performing this function at all times and for our Construction Manager to take action when the Contract requirements are not being achieved.

The Construction Manager is to spot check the accuracy of the WECS's submittals. Do not accept incomplete or non-representative reports. To do so will suggest that level of effort is acceptable from the WECS/Contractor and it is not. The required inspection reports become the records to defend allegations of non-compliance. With that focus, the importance of representative records should be clear to the Contractor as well as Project staff involved in erosion and sediment control inspections.

When a Project is under construction, the locations and methods of erosion and sedimentation control need to be continuously reviewed and, if necessary, modified to achieve control of erosion and prevention of sedimentation. Field changes are allowed and not unexpected. There are times when the Project's designer needs to be consulted. For example,

whenever considering the deletion of a sediment basin, first discuss changes with the Erosion and Sedimentation Control Liaison prior to consultation with the Designer. In the field, there are a variety of changes such as adding ditch checks, eliminating silt fence from the top of cut slopes, etc. that can also occur once discussed and reviewed with the Erosion and Sedimentation Control Liaison. (More information regarding ESPCP changes may be found in the WECS manual)

Note: The most effective sedimentation control is to prevent the initial movement of unprotected soil. The Contractor shall disturb only those areas within the Right-of-Way that are necessary for the construction of the Project, and the disturbed areas shall be stabilized as soon as practical.

The following suggestions are intended to assist the Construction Manager in the performance of their duties:

- Be proactive by anticipating problem areas and discussing with the WECS how they might handle your concerns if they do develop.
- Stabilization of bare areas where activity is not occurring is most important and is not an optional activity.
- Utilize the resources available to you to avoid compliance issues.
- Take responsibility for your Project and do not hesitate to elevate matters to the Erosion and Sedimentation Control Liaison whenever necessary.
- Identify the locations where if sediment were to breach the BMPs a discharge of sediment will occur into State Waters.
 - ❖ Make it a routine to monitor these locations closely.
 - ❖ These locations are typically outfall areas reaching a stream, stream crossings themselves, box culvert Work areas and at other drainage structures that discharge directly toward State Waters.
- Whenever documentation shows proper BMP installation and maintenance have occurred, yet devices are still being overwhelmed, consult with your Erosion and Sedimentation Control Liaison on how to proceed rather than to continue to repair the same device repeatedly.
- Install slope matting as soon as practical on all completed sections.
- Stress stabilization with the WECS. Controlling erosion at the source will reduce BMP maintenance.
- Require the installation of permanent erosion control as soon as practical. Stabilizing ditch bottoms early helps prevent future problems.
- Review Project conditions with the WECS before expected periods of rain or a shutdown in the Work to address what efforts are needed to stabilize areas and prevent sediment loss.
- The ability to Work in and around open water, wetlands, navigable waters and salt marshes varies based upon the activity and permitting.
 - ❖ Be sure to confirm the Contractor is able to perform Work within these areas prior to allowing it to

begin.

- ❖ This can be done by reading the related special provisions, plan notes and contacting OES staff for assistance.
- Stream diversions are necessary to Work “in the dry” and are generally always required.
 - ❖ An ephemeral stream (only flows in response to rain events) or an intermittent stream may provide periods where a diversion isn’t necessary because it is dry.
 - ❖ If this opportunity exists and the Contractor wishes to take advantage of it, a plan is to be developed that details what will occur in the event Work is interrupted by stream flows prior to completion of the activity.
- BMP installation is important to maintaining a defense to compliance matters. The inspection forms contained in the WECS manual (also available online) shall be used for each BMP installation without exception.
- The ESPCP does not attempt to provide BMPs for every moment of a Project’s progress. Refer to Specification 161 for the WECS’s responsibility to address such interim conditions.
- When groundwater is encountered as a result of excavation, **DO NOT ALLOW IT TO DEVELOP A CHANNEL.**
- Once the water establishes a channel it will be deemed a State Water, thus requiring a buffer variance, etc.
 - ❖ Install at least temporary drainage structures until a permanent solution is developed.
 - ❖ The permanent solution is often the installation of 6” perforated underdrain bedded with drainage aggregate such as #89 stone.
- Suggest the Contractor seal off horizontal surfaces with smooth drum rollers prior to breaking over long weekends and holidays and periods of impending rainfall.
- The Construction Manager should always know what stage of Work the Project is in and be able to clearly demonstrate his or her understanding to all visitors on the Project.

Municipal Separate Storm Sewer Systems (Ms4)/Post-Construction

Stormwater Permanent BMP’s

Projects located in a MS4 area may have additional requirements, including the installation of post-construction stormwater, permanent BMP’s (PC-BMP’s). PC-BMP’s may also be required for Projects not located in a MS4 area but having other environmental concerns. Projects with a PC-BMP will be designated on the General Notes sheet of the Construction Plans with specified notes. PC-BMP’s are designed for stormwater treatment and flood control, and if not constructed as designed, the overall function of the PC-BMP may be altered. If a PC-BMP cannot be built as designed, within the tolerances allowed by the Plans, Specifications, Standards and/or Details, the Construction Manager shall notify the Office of Program Delivery Project Manager and the Area Manager.

While the contractor is responsible for completing the PC-BMP as-built sheets, the Construction Manager will complete the

PC-BMP checklist which will be transferred to District Maintenance upon Project completion.

Upon Project completion and acceptance by the Office of Construction and Office of Maintenance, these PC-BMP assets will be transferred to the Office of Maintenance. The District Maintenance Manager and District Environmental Compliance Specialist are responsible for the transfer of responsibility for the PC-BMP's.

For projects located within MS4 Areas and contain 156 pay item, use this procedure to ensure the GPS data is correct before payment is issued for 156 pay items.

- The contractor shall submit a file geodatabase with the naming convention PI#_SPEC156.gdb
- The contractor shall email a zipped file containing the file geodatabase above.
- The email subject line shall be titled: SPEC 156 DATA SUBMITAL PI #.
- The contractor shall email either the District personnel responsible for receiving it or the District personnel and stormreports@dot.ga.gov
- If the contractor does not email the MS4 personnel above, the District will need to forward the zipped folder to the email address above and include the contractor contacts.
- The MS4 team reviews the data within 10 business days, if any additional information is required from the contractor the MS4 team will send a file geodatabase back with comments. The same process above shall be repeated until we have an approved database.
- The contractors can access the Spec 156 database from Section 156.3.05 Schema and Metadata in the Standard Specifications Construction of Transportation Systems, page 115, http://www.dot.ga.gov/PartnerSmart/DesignManuals/OtherResources/GIS_Inventory.zip

Post-Construction

When all construction activities have ceased and the site has been permanently stabilized, all temporary BMP's have been removed, and there is a sufficient stand of vegetation accordance to the GAR1000002 permit, the Area Manager (AM) shall be responsible for the submission of the NOT in the GEOS system to the EPD. The Erosion Control Liaison for each respective district shall be consulted for review of the project before the NOT is submitted.

The AM/ will log into GEOS under their account and select the start a new submittal tab and in the drop-down box select the appropriate project. Each project should be listed in the system by its PI number. If the project is not listed under the individual's account, they should contact the State Construction Administration Manager in the SCO for assistance. The system will autofill the information needed for the NOT from the information used to complete the NOI which is already in the GEOS system. Once the NOT has been completed at the District level, it will be forwarded in the system for submittal by the State Construction Engineer.

The NOT will be considered in effect after 14 days from the date submitted by the State Construction Engineer, unless the EPD has question(s) on the submittal. The GEOS system should automatically send out the official NOT electronically after 14 days. If it is not received, the document can be obtained by logging in the system and entering the PI number in the Track Submitted Submittals tab. The AM/DCS will save a copy of the NOT to ProjectWise.

Erosion, Sedimentation and Pollution Control Plan

A detailed ESPCP will be provided for Projects disturbing over 1 acre. The Construction Manager shall read, understand and enforce this plan equally with the balance of the Project. If the plan is unclear or appears to be ineffective after confirming proper installation and maintenance of BMPs, the Erosion and Sedimentation Control Liaison shall be contacted for assistance. More information can be found in the current WECS manual.

A maximum amount of disturbed area during construction is given within Specification Section 161. Only the State Construction Engineer can waive this limitation. Any Contractor requesting a variance from the limit must prove a need for such change based on execution of the Work such as balancing earthwork, haul needs, etc. The Contractor shall provide at a minimum the following information:

- Need for the waiver
- Estimate of disturbed acres
- Estimate of anticipated stabilization to return Project to less than maximum allowed under Section 161

Note: Additional information may be needed based on the type of Work being performed.

If a waiver is granted, the Contractor will be required by the same Specification section to provide additional resources to monitor the exposed areas. It is the responsibility of the District Construction Manager to make a recommendation based upon the Contractor's submittal and allow the State Construction Engineer to review all necessary documents to make a final determination.

Enforcement

The fundamentals of enforcement of erosion and sedimentation control are:

- Address any shortfalls identified in Contractor performance as they occur.
- Shortfalls in the Contractor's and WECS's performance should be addressed with written documentation.
- All erosion and sedimentation control related Work/items shall be completed and submitted in the time frames governed by the Specifications.
 - ❖ Any related items that are not completed and/or submitted in the appropriate time frames are a violation.
 - ❖ Any shortfalls that affect traffic control, safety, or downstream turbidity shall be corrected immediately.
 - ❖ The use of written documentation, including for follow up, is imperative.
- Take the enforcement actions allowed in Section 161 as necessary.
- Give written notice of enforcement actions to the Contractor before they are taken.

- Recognize that events can occur that are serious enough to require stopping all Work except Traffic Control and Erosion Control on the first discussion with the Contractor.

Inform the Area Manager, District Construction Manager and State Construction Engineer prior to directing a stoppage of Work so that they may be aware of the circumstances. The Department does not intend for the Construction Manager to use Section 161 of the Specifications to repeatedly shut down the Work in order to gain compliance from the Contractor. If it becomes necessary, there is often an underlying performance issue. Be objective in analyzing this scenario and make recommendations for WECS or Project Superintendent substitutions as necessary. Base any such recommendations on the facts at hand and not on friendships that develop during the course of building a Project together.

In summary, building a Project while maintaining compliance with the erosion and sediment control regulations that have developed over the past decade requires more than an occasional glance at inspection reports, therefore the Construction Manager shall be actively engaged in the management of erosion and sediment control during the entire life of the Project.

Chapter 9 – Local Administered Projects

Overview

LAP Projects are Projects let to Contract by the Local Governments (LG); also referred to as the “Sponsor”). All Local Administered Projects (LAP) including Transportation Enhancement Activity (TEA), Construction Mitigation Air Quality (CMAQ), Livable Community Initiatives (LCI), are typically financed with federal funds and a match from local authorities who are the Project Sponsor’s. LAP Projects are under the direction of the Office of Program Delivery.

Title 23 U.S.C. does not recognize local entities as direct recipients of Federal funds and therefore GDOT is not relieved of oversight responsibilities by authorizing Work to be performed by a LG. In addition, the Georgia Federal-Aid stewardship and Oversight agreement between GDOT and FHWA Georgia Division specifically restricts delegation to Local Governments of the following elements: NEPA approval, Sole Source approval, Approval of Force Accounts, Approval of Engineering Plans, Approval of Contract modifications, Approval of Disadvantaged Business Enterprise (DBE) goals, Approval and audit of labor compliance, Approval of Plans, Final inspection, Final Audit, Project Acceptance.

GDOT is responsible for oversight on LAP Projects, similar to other GDOT let Projects, except that the LG or their approved Consultants will be the direct construction managers, inspectors and testing personnel over the Work. LG’s or their Consultant representatives are required to follow all requirements in the GDOT Construction Manual, Bridge Manual and the Sampling, Testing and Inspection Manual. This includes the use of GDOT’s Qualified Products List (QPL). Consultants hired by the LG to perform Project oversight must be prequalified in Area Class 8.01, Construction Supervision and 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Device Installations.

The LG will either perform the testing (typically by consultant) or have GDOT perform the testing. This is determined prior to construction and is specified on the approved OMAT-LAP-1 form submitted by the LG. GDOT will perform Independent Assurance testing. The LG or their Consultant is responsible for providing test results to GDOT.

Contract Bidding

The LG is responsible for letting these type Projects. The LG will notify the Project Manager (Office of Program Delivery) when the Project is ready for Advertisement. Advertisement will be for a minimum of 30 days. The LG will select a Contractor to perform the Work based on the lowest reliable bid.

Note: The selected low bid contractor shall be registered with the Department.

The LG will submit a copy of all bids and bid evaluations to The Department’s Project Manager, who will Forward to the District Construction Manager for review the selection for compliance.

Documentation

The LG is responsible for sending the Area Manager and District Construction Manager:

- A copy of the final plans
- A copy of the contract between GDOT and the LG
- A copy of the construction contract between the LG and their low bid Contractor.

The District Construction Manager on behalf of the District Engineer will then issue a Notice to Proceed to the LG the OPD Project Manager will be copied. The Notice to Proceed will note the innovative financing (Local Match before the Work begins) and the maximum allowable percentage for each progress estimate.

A copy of the Contract between GDOT and the LG and Notice to Proceed shall also be sent to:

- Financial Management,
- Office of Materials and Testing
- Office of Construction Bidding Administration.

LG is required to conduct a Preconstruction Conference and invite the GDOT Project Manager, Area Manager, low bid Contractor, and other relevant parties/officials. The LG shall maintain the Project record documentation in accordance with Chapter 4 of the Construction Manual.

It is recommended the Area Manager hold a brief meeting with the LG prior to the Pre-Construction Conference to discuss roles, expectations, and requirements regarding communication (verbal and written), documentation, and the Work.

Audit

LG Projects are typically audited twice - once on a progress estimate and once prior to the Final Estimate Request being sent to the General Office. The need for additional audits will be conducted if such need is identified or requested. For those LG Projects that are designated Projects of Division Interest (PoDI) by the FHWA, GDOT will perform routine audits. If the audit reveals payments that are not allowed by the Contract or specifications, these costs will be listed as an exception. Any costs that are not allowed must immediately be reimbursed to the Department by the LG for the full amount of the disallowed expenses.

Note: The Final Audit can be completed without the Materials Reconciliation (Materials Certificate if on the NHS or PoDI) being received but will be noted as an exception on the audit report. The Project cannot be closed out until the Material Reconciliation of Material Certificate is received from GDOT.

It is the responsibility of the LG to address all exceptions noted on the audit finding and provide any missing items or documentation. Quarterly and Final Materials Certificate Checklists are required on these Projects.

Area Manager Responsibilities

The Area Manager is the Subject Matter Expert during the construction phase and should contact the LG prior to the Pre-Construction Conference. The Area Manager is responsible for performing monthly inspections to verify the billing received from the LG and to ensure the LG is maintaining the Project Records in accordance with the Construction Manual. The Area Manager should focus attention to payment documentation, file management, DBE documentation, payroll documentation, change order documentation, and Contract/Agreement documentation. The Construction Agreement specifies that the LG is responsible for submitting monthly reports of the progress of the Project, including Work performed that month. The LG must submit a Certified voucher for approval each month and any other documentation requested by the Area Manager to validate compliance with the Work Plan, Federal Regulations, Standard Specifications, etc. The Area Manager may designate someone to oversee construction management/compliance of the project. The Area Manager is responsible for completing the LAP Preconstruction Checklist, LAP Monthly Payment Checklist, and the LAP Final Inspection Checklist during the life of the Project.

CONSTRUCTION INSPECTION

Inspection of the Work to ensure compliance with plans and specifications is the responsibility of the LG. This will be accomplished through the use of their personnel or through qualified consultant inspectors. For those LAP Projects that are designated PoDI by FHWA, GDOT will perform inspections and review Project documentation at least monthly.

DBE PARTICIPATION

If DBE participation is required, it will be the responsibility of the LG to collect and submit the appropriate documentation to the Area Manager for compliance with the Department's "Criteria for Acceptability". The Area Manager may withhold payments if the LG fails to submit the quarterly DBE reports.

CONTRACT MODIFICATIONS

The LG shall send all requests for Contract Modifications or Change Orders to the Area Manager. The Area Manager shall forward the requests to the Project Manager for approval. Contract modifications involving cost changes require a scratch detailed estimate to be completed prior to receiving the Contractors estimate for additional Work.

The LG shall use the Local Administered Project Contract Modification Form for all Supplemental Agreements, Extension Agreements, Time Extensions, or Request for Increase Funding. Securing funding for all approved Contract modifications will be the responsibility of the Project Manager. A copy of the approved Contract Modification shall be forwarded to the Office of Construction to modify the Contract amount in SiteManager/AWP. The LG shall maintain copies of all executed Contract modifications in the Project records.

PROGRESS PAYMENTS

All LAP construction reports entered in SiteManager/AWP will contain one lump sum pay item. The LG will submit invoices, with corresponding payment requests from the Contractor, to the Area Manager on a monthly basis. The LG's invoice shall be in a spreadsheet format listing the item description, unit, unit price, estimated quantity, quantity paid to date, quantity paid this period, and dollars paid this period.

The Area Manager will estimate the percentage of the Work completed each month. The Area Manager will submit an estimate utilizing the Department's standard procedure for the processing payments. The Area Manager shall not pay more than what is allowed/available in SiteManager/AWP as designated by the Current Contract Amount and Project Funds Available.

FINAL INSPECTION AND FINAL ACCEPTANCE

A final inspection will be performed by the Area Manager. The Area Manager will coordinate with the LG to ensure all applicable parties are in attendance. The Area Manager will provide the LG with a copy of the Final Acceptance form and will include a list of documents needed for Final Acceptance to be included with the Corrections List/Punch List documentation.

FINAL PAYMENT

The Area Manager shall receive a final package from the LG that shall include, at a minimum, the following documentation:

- LG's Certification of Final Acceptance
- Final DBE participation
- Final Voucher
- Material's Certification Statement

Statement of Final Project Expenditures form

The Area Manager will complete the LAP Area Manager Final Prep/Final Checklist and forward said Checklist along with the Final Estimate Request Package to the District for processing. The Final Estimate Request Package shall be submitted to the Office of Construction. For additional information on local let Projects refer to the Local Administered Projects (LAP) manual.

CHAPTER 9 SUPPLEMENT

LAP Preconstruction Checklist

Project No. _____

County: _____

ITEMS	REC.	Comments
Notice to Proceed from GDOT to Sponsor		
Approved Plans		(approved by Planning Project Manager)
Sponsor's Agreement		(Innovative Financing including Progress Estimate percentage)
Contractor's Construction Contract and Subcontracts		(approved documentation on all Subcontractors)
Bid Evaluations		(Item breakdown)
DBE Goal & Participants		
FHWA 1273		
Materials Testing		(GDOT and/or Sponsor testing)

It is the responsibility of the LG to follow the guidelines in the LAP Manual, Utility Accommodation Policy & Standards Manual (UAM), Construction Manual, Bridge Manual, and Sampling, Testing & Inspection Manual (STI) posted on the various GDOT websites.

GDOT Representative Name: _____ Title _____

Signature: _____

LAP Progress Estimate Checklist

Project No. _____

County: _____

ITEMS	REC.	Comments
Progress Estimate Invoices Incl. Item Quantities		(Compare to original Bid Estimate)
Sponsor's Inspection Reports		(Required on every item reported for payment. Randomly audited.)
Approved Change Order or Supplemental Agreement		Added items or increase. Signed by LAP Project Manager and Area Manager (Required when Change in scope.)
Approved Force Account		(Approved by Planning LAP Project Manager)
DBE report		(Compare to Contract List)
Contract / Inspection Diaries		(Record Daily inspection)
Contractor Payrolls		(including all subcontractors)
File Management system		(see Construction Manual)

It is the responsibility of the LG to follow the guidelines in the LAP Manual, Utility Accommodation Policy & Standards Manual (UAM), Construction Manual, Bridge Manual, and Sampling, Testing & Inspection Manual (STI) posted on the various GDOT websites.

GDOT Representative Name: _____ Title _____

Signature: _____

LAP Final Inspection Checklist

Project No. _____

County: _____

ITEMS	REC.	Comments
Final of Statement Expenditures		
Final supporting documentation/ item cost breakdown		(Construction Items installed)
All Approved Change Order		(Increased Final Costs. Authorized resolution increased)
Sponsor's Inspection reports		(randomly audited)
Sponsor's Letter of Materials Certification		
MC Checklist		(GDOT testing results and/or sponsor testing)
Sponsor's Certification of Final Acceptance		
Sponsor's Certification of Right of Way Acquisition		(if necessary)
AS Built Plans		
GDOT Final Construction Audit		(Contract Liaison)

It is the responsibility of the LG to follow the guidelines in the LAP Manual, Utility Accommodation Policy & Standards Manual (UAM), Construction Manual, Bridge Manual, and Sampling, Testing & Inspection Manual (STI) posted on the various GDOT websites.

GDOT Representative Name: _____ Title _____

Signature: _____



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Month Day Year
PI No. XXXXXX, XXXXX County
Project Description

XXXXX, Mayor, Director, or County Commissioner
City of XXXX/ XXXX County
Address Line 1
Address Line 2
Attn: Local Government Point of Contact

Dear XXXXX:

Attached is a Supplemental Agreement # to the Original Memorandum of Agreement (MOA) detailing Preliminary Engineering Oversight commitments for Local Government for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, XXXX County/The City will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, PM Name, at (XXX) XXX-XXXX.

Sincerely,

Name
State Program Delivery Administrator

OH:AOH:DPM:PM
Attachment(s)

cc: Name, Director of Program Delivery
Name, District # Engineer
Name, District # Planning & Programming Liaison

SUPPLEMENTAL AGREEMENT NO. X
FOR AN
EXECUTED MEMORANDUM OF AGREEMENT

BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
LOCAL GOVERNMENT NAME
FOR
PRELIMINARY ENGINEERING

Original PE Oversight \$ XXXXXXX
REVISED PE OVERSIGHT \$ XXXXXXX

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the Georgia Department of Transportation, an agency of the State of Georgia (hereinafter called the “DEPARTMENT”), and LOCAL GOVERNMENT NAME, Georgia acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the “LOCAL GOVERNMENT”).

WHEREAS, the DEPARTMENT and LOCAL GOVERNMENT heretofore entered into an Agreement dated Month Day Year, hereinafter called the “Original Agreement”, for the Project Description, Georgia Department of Transportation PI XXXXXXX, hereinafter referred to as the “PROJECT”; and

WHEREAS, due to the Preliminary Engineering Oversight (hereinafter called “PE Oversight”) funds being depleted within \$5,000.00 of the remaining PE Oversight balance and the PROJECT activities and tasks are still outstanding.

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with PE Oversight for the PROJECT and

NOW THEREFORE, the ORIGINAL AGREEMENT is hereby modified to reflect that the LOCAL GOVERNMENT shall fund any additional DEPARTMENT expenses associated with PE Oversight for the project in excess of the amounts set out in the ORIGINAL AGREEMENT.

Except as modified, changed or amended, all terms and conditions of the Original Agreement dated Month Day Year, shall remain in full force and effect.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representative.

GEORGIA DEPARTMENT OF
TRANSPORTATION

XXXX COUNTY, GEORGIA

BY: _____
Commissioner

BY: _____
Name
Title

ATTEST:

Treasurer

Signed, sealed and delivered this ____
day of _____, 20__, in the
presence of:

Witness

Notary Public

This Agreement approved by Local
Government, the ____ day of
_____, 20__.

Attest

Name and Title

FEIN: _____

Amended Part 3, Section a and b, of executed MOA dated Month Day Year

3. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of **XXXXXX and 00/100 (XXX Dollars and XXX Cents)** to the DEPARTMENT within three (3) days after the execution of this Agreement.

- b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007

- c. The DEPARTMENT reserves the right to request additional funds from the LOCAL GOVERNMENT for PE Oversight, such additional funds to be determined by the DEPARTMENT. If, as determined by the DEPARTMENT, at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and PROJECT activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and calculating the balance required to complete stated activities. Until such time as applicable requested additional PE Oversight is received, the DEPARTMENT shall not conduct further project activities.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

Click or tap to enter a date.

PI No. XXXXXXX, XXXXXXX County
PSR Short Description

XXXXX, Mayor, Director, or County Commissioner

City of XXXX/ XXXX County

Address Line 1

Address Line 2

Attention: Local Government Point of Contact

Dear XXXXX:

Attached is the Memorandum of Agreement (MOA) detailing Preliminary Engineering Oversight commitments for Local Government for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the agreement has been fully executed by the Georgia Department of Transportation, XXXX County/The City will receive a notification from CATS that an electronic copy of the executed agreement is available and can be downloaded for your project file. Any additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, PM Name, at (XXX) XXX-XXXX.

Sincerely,

OH Name
State Program Delivery Administrator

OH:AOH:DPM:PM

Attachment(s)

- cc: Name, Director of Program Delivery
- Name, District # Engineer
- Name, District # Preconstruction Engineer
- Attn: Name, District # Planning & Programming Liaison

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
(Local Government)
FOR
PRELIMINARY ENGINEERING**

This Memorandum of Agreement is made and entered into this _____ (the “Effective Date”) by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or “GDOT”), and (Local Government) , Georgia, acting by and through its Mayor and City Council or Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

WHEREAS, PI No. XXXXXXXX, (TPro Short Project Description) (hereinafter called “PROJECT”) has been added to the Statewide Transportation Improvement Plan; and

WHEREAS, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund the DEPARTMENT expenses associated with Preliminary Engineering Oversight (hereinafter called “PE Oversight”) for the PROJECT; and

WHEREAS, PE Oversight funds will be used to fund staff hours and any other associated expenses incurred by any DEPARTMENT employee working on the PROJECT; and

WHEREAS, the estimated amount for the Preliminary Engineering Oversight is XXXXXX and 00/100 (XXXXXX); and

WHEREAS, the LOCAL GOVERNMENT has agreed to pay the amount of XXXXXX and 00/100 (XXXXXX) to the DEPARTMENT within thirty (30) days of the effective date of this Agreement for (briefly describe the scope of work) and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received “LAP Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP)

Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop this PROJECT within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures.

2. In accordance with the DEPARTMENT's Policy 3150-1 - Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects, the LOCAL GOVERNMENT shall contribute to the PROJECT by funding all portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE". This includes but is not limited to PE Oversight. The DEPARTMENT shall not contribute any funding for PE or PE Oversight.

3. PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT

- a. Subject to the provisions of this section, the LOCAL GOVERNMENT will be responsible for providing payment of **XXXXXX and 00/100 (XXX Dollars and XXX Cents)** to the DEPARTMENT within thirty (30) days after the effective date of this Agreement.

- b. **All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent as follows:**

**For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764**

**For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 29794840000000007**

- c. The DEPARTMENT reserves the right to request additional funds from the LOCAL GOVERNMENT for PE Oversight, such additional funds to be determined by the DEPARTMENT. If, as determined by the DEPARTMENT, at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and PROJECT activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and calculating the balance required to complete stated activities. Until such time as applicable requested additional PE Oversight is received, the DEPARTMENT shall not conduct further project activities.
- d. If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.

4. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program. Furthermore, all parties shall adhere to the detailed PROJECT schedule as approved by the DEPARTMENT. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.
6. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right, where applicable, to delay the PROJECT's implementation until funds can be re-identified for PE, right of way, utility, or construction phases, as applicable.
7. The LOCAL GOVERNMENT shall accomplish the PE activities in accordance and pursuant to with the LAP Manual, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.
8. COMPLIANCE WITH APPLICABLE LAWS
 - a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies 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. 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 Appendix A of this Agreement.
 - c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

- d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
 - e. The LOCAL GOVERNMENT hereby agrees that it 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.
 - f. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with Official Code of Georgia Annotated Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
 - g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), Appendix C.
 - h. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.
 - i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.
9. The Parties acknowledge that the following Appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A - Certification of Local Government Drug Free Workplace
Appendix B - Certification of Compliances
Appendix C – Certification of The Georgia Department of Transportation

Appendix D – Certification of The Local Government

Appendix E – Georgia Security and Immigration Compliance Act (E-verify)

Attachment A – Scope of Work (General Description of Work to be Performed)

10. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.
11. 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.
12. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
13. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
14. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

GEORGIA DEPARTMENT OF
TRANSPORTATION

(Local Government), Georgia

BY: _____
Commissioner

BY: _____(Seal)
Name and Title

Attest:

Signed, sealed and delivered
This _____,
in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
Local Government, the _____

Attest

Name and Title

FEIN: _____

APPENDIX A
CERTIFICATION OF LOCAL GOVERNMENT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified 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 LOCAL GOVERNMENT's employees during the performance of the contract; and

3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of _____ whose address is _____ and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, have been complied with throughout the contract period.

Date

Signature

APPENDIX C

**CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION**

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

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

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

Date

Commissioner

APPENDIX D

CERTIFICATION OF LOCAL GOVERNMENT

STATE OF GEORGIA

I hereby certify that I am the **Mayor/Chairperson** of the **LOCAL GOVERNMENT** in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

Date

LOCAL GOVERNMENT MAYOR/Chairperson

Name: _____

Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	
Sponsor's Name:	
Sponsor's Address:	

SPONSOR AFFIDAVIT

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

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Name of Sponsor _____

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

 Printed Name (of Authorized Officer or Agent)

 Title (of Authorized Officer or Agent)

 Signature (of Authorized Officer or Agent)

 Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

 Notary Public

My Commission Expires: _____

ATTACHMENT A

SCOPE OF WORK

(General Description of Work to be Performed)

OR

RESERVED

June 1, 2023

Name , Title (Mayor, Director or County Commissioner)
City of XXXXX/XXXXX County
Address Line 1
Address Line 2

ATTN: Local Government Contact Name, Title

Subject: **Construction Agreement for Execution**
P.I. XXXXXXX, XXXXX County
TPro Short Project Description

Dear Title XXXXX,

The Department accepts the recommendation from (the City or County) to award (enter selected Contractor) the contract for construction services concerning the above referenced project. In addition, the Department is requesting that (the City or County) submit payment for Construction Oversight activities that will be used to fund GDOT staff man-hours and any other associated expenses incurred by any GDOT employee. The estimated amount for the GDOT Construction Oversight is \$10,000.00 (Number is based on estimated CST time; \$10,000 per 12 months of CST). Eighty percent of that amount (\$8,000.00) will be paid through federal funding. The remaining 20% (\$2,000.00) is to be paid by (the City/County). Please send payment in the amount of \$2,000.00 made out to the Georgia Department of Transportation as follows and include the above P.I. No. on the transaction:

For payments made by check:
Georgia Department of Transportation
P.O. Box 932764
Atlanta, GA 31193-2764

For payments made by ACH:
Bank Routing (ABA) # 121000248
Account # 2979484000000007

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. Once the Department has received the check and the contract agreement, we will execute the contract agreement and issue (the City or County) a Notice to Proceed to Construction.

Should you have any questions or concerns, please contact the Department's Project Manager, **XXXXXXXX**, at **XXX-XXX-XXXX**.

Sincerely,

Name
State Program Delivery Administrator

OH:AOH:DPM:PM

Attachments

Cc: General Accounting, ARBillings@dot.ga.gov
District X Engineer
District X Construction Manager

GDOT Local Let Construction Agreement Template

Revision Index

Date of revision	Revision made	By Office	Reason
2012-October-03	Removed Appendix B, Lower Tier Contractor Certification Regarding Debarment, Suspension, And Other Responsibility Matters	Program Delivery	Required signature of sub-contractors prior to award of project
2013-August-27	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2013-November-07	Updated Article I, Paragraph 7 - Compliance	Program Delivery	Added verbiage for compliance with "Current Edition" for both Standard Specifications & Supplemental Specifications
2016-September-12	Added the Catalog of Domestic Federal Assistance Number (CFDA) to the first page	Program Control	Added 2 CFDA Nos. Only one shall be selected for each project agreement for FHWA compliance
2017-March-31	Added Federal Identification Worksheet	Program Delivery	Required by FHWA
2019-June-20	Merged document with cover letter and E-verify for routing in CATS	Program Delivery	Electronic routing of agreement necessitated this revision
2019-October-19	Revised executed date line on agreement to be one line; to be stamped by the Commissioner	Program Delivery	Electronic routing of agreement necessitated this revision
2020-October-16	Revised insurance coverage language in Article VI; Revision to references in Agreement to Exhibit "B"; Correction of minor format, reference and typographical errors	Legal	Insurance coverage is required by law
2021-January-13	Added Exhibit H – Sexual Harassment; added per required by law	Legal	Update required by law
2022-May-02	Updated DUNS Number referenced in the agreement to SAM Number	Financial Management	Federal Change
2022-June-27	Revised insurance coverage language in Article VI	Legal	Insurance coverage requirements revised

2022-Nov-1	Update to Exhibit C	Program Delivery	Updated work schedule at the request of District Contruction
2022-Dec-14	Updated cover letter	Program Delivery	Updated Payment information on cover letter
2023-Mar-03	Updated FHWA 1273 Form	Program Delivery	Updated by Federal Highway Administration
2023-Apr-04	Updated Section 18 sub-paragraph M	EEO/Legal	Added On-Job-Training Criteria

Instructions: Replace highlighted text with project specific information, review entire template for changes applicable to specific project.

Remove this page prior to routing for signatures.

CONSTRUCTION AGREEMENT
Between
GEORGIA DEPARTMENT OF TRANSPORTATION
and
LOCAL GOVERNMENT

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- CFDA # 20.205 - Highway Planning and Construction Cluster
- CFDA # 20.219 - Recreational Trails Program

This Construction Agreement, made and entered into this _____ (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and LOCAL GOVERNMENT, GEORGIA, hereinafter called the "SPONSOR" (the "Agreement").

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project PROJECT NUMBER, P.I. XXXXXX, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b)(8); and

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

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

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

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

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

ARTICLE I
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be (TPro Expanded Description), as set forth in Exhibit A, the "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 forth 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 X to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

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

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

archaeological, environmental, and historical preservation clearances were approved.

The SPONSOR shall be solely responsible for construction of the PROJECT and the procurement of and execution of all applicable agreement(s) required to provide for any and all construction services required to construct the PROJECT. Construction shall be accomplished in accordance with the terms and conditions set forth in this Agreement, 23 CFR 1 (*specifically see also 23 CFR §1.9 (Limitation on Federal Participation) and §1.27 (Maintenance)*) and 23 CFR 645 (Utilities), as well as Section 101 of Title 23 of the United States Code ("USC" or "U.S.C.") (Definitions-Construction) and 23 USC 116 (Maintenance), the DEPARTMENT's Locally Administered Projects ("LAP") Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the reimbursement of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR for any loss of funding.

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

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS.

The SPONSOR shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT.

The work shall be procured by the SPONSOR and subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the SPONSOR is responsible for preparing the bid

contract documents and letting the work out for bid in accordance with the express limitations provided in this Agreement, the DEPARTMENT's LAP Manual or any other applicable provisions of State law. Upon opening bids, the SPONSOR shall award the PROJECT to the lowest reliable bidder. The SPONSOR shall follow the requirements of the DEPARTMENT's LAP Manual and remain LAP certified during the term of this Agreement.

Prior to award of the PROJECT, the SPONSOR shall submit to the DEPARTMENT a bid tabulation and the SPONSOR's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, the DEPARTMENT shall issue a written Notice to Proceed to construction. No work shall begin until this Notice to Proceed has been issued to the SPONSOR.

The SPONSOR will be responsible for performing the construction, inspection, supervision, and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the LAP Manual.

ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State, and local laws including but not limited to those applicable requirements as outlined in Exhibit "B," REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the FHWA, may at all reasonable times review and inspect the activities and data

collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads, and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than XX Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as Exhibit "C," WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

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

ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

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

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

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

ARTICLE VI INSURANCE

The SPONSOR shall provide insurance under this Agreement as follows:
1. It is understood that the SPONSOR (complete the applicable statement):

shall, obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

is self-insured.

Prior to beginning work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article VI (Insurance) of the Agreement.

The SPONSOR shall list the "State of Georgia, its officers, employees and agents, GDOT, 600 W Peachtree St NW, Atlanta, Georgia 30308" as the certificate holder and as an additional insured. The policy shall protect the SPONSOR and the Georgia Department of Transportation (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Agreement. The SPONSOR shall maintain the following insurance coverage during the term of the Agreement, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the SPONSOR pursuant to this Agreement:

a) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the SPONSOR qualifies to pay its own workers compensation claims.) In addition, the SPONSOR shall require all subcontractors occupying the premises or performing work under the Agreement to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- (1) Bodily injury by accident - per employee \$100,000;
- (2) Bodily injury by disease - per employee \$100,000;
- (3) Bodily injury by disease - policy limit \$500,000.

b) Commercial General Liability Policy with at least the following minimum coverage:

- (1) Each Occurrence Limit \$1,000,000
- (2) Personal & Advertising Injury Limit \$1,000,000
- (3) General Aggregate Limit \$3,000,000
- (4) Products/Completed Ops. Aggregate Limit \$2,000,000

c) Automobile Liability with at least the minimum coverage:

- (1) Combined Single Limit \$1,000,000 to cover vehicles, owned, leased or rented by the SPONSOR.

B. Insurance Certificates and General Requirements: Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must document that the liability coverage purchased by the SPONSOR includes contractual liability coverage to insure the indemnity agreement as stated in herein. In addition, the insurance certificate must provide the following information:

1. Name, address, signature and telephone number of authorized agents.
2. Name and address of insured.
3. Name of Insurance Company.
4. Description of coverage in standard terminology.
5. Policy number, policy period and limits of liability.
6. Name and address of State Agency as certificate holder.
7. Thirty (30) day written notice of cancellation.
8. Details of any special policy exclusions.

C. Excess Liability Coverage: To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

D. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the DEPARTMENT. Certificates of Insurance showing such coverage to be in force shall be filed with GDOT prior to commencement of any work under the Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GDOT, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

E. No Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance. If and to the extent such damage or loss (including costs and expenses) as covered by the indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR agrees to reimburse the Funds for such monies paid out by the Funds.

ARTICLE VII
COMPENSATION AND PAYMENT

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

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D," BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is **Low Bid amount written out X dollars and Y cents (\$000,000.00)**. The total estimated cost of the PROJECT to be financed using Federal/State programmed funds through the Georgia Department of Transportation is **Federal/State Share written out X dollars and Y cents (\$000,000.00)**, which is the total **State/Federal contribution to the PROJECT (80% of the overall bid, if locals provide match "OR" STIP project cap)** and is the maximum amount of the DEPARTMENT'S obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the federal/state contribution. In no event shall the Federal/State contribution of the project exceed **Federal/State Share written out X dollars and Y cents (\$000,000.00)**, which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not

substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

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

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

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth

in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

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

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

ARTICLE IX CONTINGENT INTEREST

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

ARTICLE X RIGHT OF FIRST REFUSAL

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

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

ARTICLE XI SUBSTANTIAL CHANGES

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

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

ARTICLE XII MAINTENANCE OF CONTRACT COST RECORDS

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

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

ARTICLE XIII SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The

SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

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

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

ARTICLE XIV TERMINATION

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

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed up to and including the date of termination set forth in the notice.

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

ARTICLE XV OWNERSHIP OF DOCUMENTS

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

ARTICLE XVI CONTRACT DISPUTES

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

ARTICLE XVII
COMPLIANCE WITH APPLICABLE LAWS

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

- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with Title 25, Section 9 of the Official Code of Georgia Annotated, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- I. IT IS FURTHER AGREED that SPONSOR shall, and shall require its contractors and subcontractors to, comply with the "Certification of Compliance with the State of Georgia's Sexual Harassment Prevention Policy," as stated in Exhibit H of this Agreement.
- J. IT IS FURTHER AGREED that by signing and submitting this Agreement and pursuant to Section 50-5-85 of the Official Code of Georgia Annotated, SPONSOR hereby certifies that is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

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

ARTICLE XVIII
MISCELLANEOUS

- A. NOTICE. Notices given pursuant to this Agreement shall be in writing and shall be delivered to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the appropriate Party.
- B. ASSIGNMENT. Except as herein provided, the parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld.

- C. NONWAIVER. No failure of either party to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement.
- D. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the DEPARTMENT, and their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.
- E. SOVEREIGN IMMUNITY. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.
- F. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the parties and the successors and assigns of the parties.
- G. WHEREAS CLAUSE AND EXHIBITS. The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- H. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- I. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of

construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

- J. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
- K. COUNTERPARTS. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- L. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.
- M. ON-THE-JOB TRAINING (OJT) REQUIREMENTS. This PROJECT may contain an OJT requirement. As such, the SPONSOR shall comply, and require its contractors and subcontractors to comply, with all requirements of 23 CFR 230.111, the DEPARTMENT's OJT Policy and On-the-Job Training Program Manual, and all related amendments thereto. This PROJECT has a specified OJT goal of X thousand (X000) hours.

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

Georgia Department of Transportation LOCAL GOVERNMENT, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor/Chairperson

Name: _____

Signed, sealed and delivered
This _____,
in the presence of:

Attest:

Treasurer

Witness

Name: _____

Title: _____

Notary Public (Notary Seal)

Name: _____

Title: _____

This Agreement, approved by
LOCAL GOVERNMENT, the _____ (date)

Attest:

Name and Title

Federal Employer Identification
Number

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace
Exhibit G	Federal Award Identification Worksheet
Exhibit H	Sexual Harassment Prevention Policy Compliance

EXHIBIT A

WORK PLAN

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

General Description or List of Work to be Performed

1. Traffic Control
2. Demo existing concrete and asphalt
3. Install drainage
4. Install new sidewalk and curb and gutter
5. Upgrade signals
6. Erosion Control

EXHIBIT B**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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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

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

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

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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

a. The contractor shall notify all potential subcontractors 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. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or

oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

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

10. Certification of eligibility (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or

29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include 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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the

contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704), 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such

as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (l) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting

to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 — 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier

Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific

Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

LOCAL GOVERNMENT

PROJECT NUMBER

P.I. No. XXXXXXXX

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed. Sponsor is required to adhere to Section 6 of the LAP Manual regarding the start of work and invoice timing.

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

Award contract	DATE
Construction NTP	DATE
Corrective List	DATE
Final inspection	DATE

EXHIBIT D

BUDGET ESTIMATE

LOCAL GOVERNMENT

P.I. No. XXXXXXXX

INSERT LOW BID TAB BEHIND THIS PAGE (delete this note)

EXHIBIT E

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

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

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

the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of this contract, in whole or in part.

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

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ whose address is _____ and it is also that:

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

Date

Signature
Name: _____
Title: _____

EXHIBIT G

FEDERAL AID IDENTIFICATION WORKSHEET

(Completed by the DEPARTMENT before Routing in CATS
Instructions on following page)

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	
Federal Award Identification Number (FAIN)	
Federal award date (see § 200.39 Federal Award Date)	
Subaward Period of Performance Start and End Date	
Amount of Federal Funds Obligated by this action	
Total Amount of Federal Funds Obligated to the subrecipient	
Total Amount of the Federal Award	
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	
Identification of whether award is R&D	
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	

This project must comply with all aspects of 2 CFR Part 200.

Federal Award Identification Worksheet Instructions

(Remove this Page Before Routing in CATS)

Sub-recipient's name (must match registered name in DUNS)	Name must match registered name in DUNS and can be obtained from Local Government
Sub-recipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	DUNS Number to be obtained from Local Government
Federal Award Identification Number (FAIN)	Contact Ronda Britt 404-631-1317
Federal award date (see § 200.39 Federal Award Date)	Contact Ronda Britt 404-631-1317
Amount of Federal Funds Obligated by this action	Contact Ronda Britt 404-631-1317
Total Amount of Federal Funds Obligated to the sub-recipient	This refers to all Federal throughout the Locals Program, contact Ronda Britt 404-631-1317
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [Project Manager Name and contact information]
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

EXHIBIT H
SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resourcesadministration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexualharassment-prevention-policy>;
2. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hrprofessionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
3. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

1. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>
2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexualharassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

APPENDICES

Appendix A	Local Government Certification regarding Debarment, Suspension, and other Responsibility Matters
Appendix B	Certification of Compliance with State Audit Requirement
Appendix C	Certification of the Georgia Department of Transportation
Appendix D	Certification of SPONSOR
Appendix E	Georgia Security and Immigration Compliance Act Affidavit (E-Verify)
Appendix F	Insurance Certificate

APPENDIX A

LOCAL GOVERNMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the [REDACTED] and duly authorized representative of [REDACTED], whose address is [REDACTED], and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

- 1) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 3) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 4) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous,

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

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

Date

Signature (Seal)

Name: _____
Title: _____

Instructions for Appendix A Certification

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

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

Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B
CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT

I hereby certify that I am the duly authorized representative of [REDACTED] whose address is [REDACTED], and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date

Signature

Name: _____
Title: _____

APPENDIX C
CERTIFICATION OF
THE GEORGIA DEPARTMENT OF TRANSPORTATION

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

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

Date

Commissioner

APPENDIX D

CERTIFICATION OF LOCAL GOVERNMENT

STATE OF GEORGIA

I hereby certify that I am the Mayor or Chairperson of the LOCAL GOVERNMENT in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

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

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

Date

LOCAL GOVERNMENT

Name: _____

Title: _____

APPENDIX E



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

P.I.# and Project Description:	
Sponsor's Name:	
Sponsor's Address:	

SPONSOR AFFIDAVIT

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

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Name of Sponsor

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

Printed Name (of Authorized Officer or Agent)

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date

Signed SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

APPENDIX F
INSURANCE CERTIFICATE

Incorporated by reference.

CHAPTER TEN – CONTRACT TIME

Key Dates and Critical Dates

SiteManager/AWP has date fields for the below listed Key Dates and Critical Dates. These dates should be populated in SiteManager/AWP as soon as they occur. For Key Dates and Critical Dates related to the “Finaling Out” process, The Construction Manager (CM), Area Manager, and District Construction Office shall ensure the “Required to Finalize” box is checked in SM and the appropriate “Finalization” Distribution List is selected prior to saving the Key or Critical date(s). All Projects managed in SM shall have an Open to Traffic Date.

Note: Do not enter a date for “Contract Items Complete Date”. This date is highlighted in red in SM. This date will be entered by the Office of Construction.

Open to traffic is defined as the time when the placement of all pavements is complete, signs, full pattern pavement markings (temporary or permanent) and safety features are in place and the roadway is in condition for safe and convenient use by the traveling public. There should be no further lane closures/traffic interruptions except in the case of punch list Work. If the placement of permanent pavement markings is prevented due to weather limitations and the placement of those markings will extend beyond the completion date, this Work shall be considered an exception to the definition of open to traffic. The Contractor shall be responsible for maintaining existing pavement markings until placement of permanent pavement markings is complete.

The Construction Manager/Area Manager shall ensure all Key and Critical dates relevant to their responsibilities are entered prior to sending the Project Records to the District. The District Construction Office shall ensure all Key and Critical Dates relevant to the Project’s status are entered prior to requesting Final Acceptance and Prior to sending the Final Estimate Package to the State Construction Office. When entering dates requiring the “Required to Finalize” status, select the box in SM and enter the applicable Finalization Distribution List.

Responsibility	Construction Manager/Area Manager (CM/AM)	District Construction Office (DCO)	Office of Construction (GO)	Check "Required to Finalize"	Comments
Key Dates					
Closing Conference	X			Yes	
Final Acceptance by GDOT	X	X		Yes	
Final Acceptance Letter Date	X	X		Yes	
Final Audit	X			Yes	
Final Inspection	X			Yes	
Final Release Letter to Contractor		X		Yes	
Maintenance Acceptance	X			No	
Materials Certificate	X			Yes	
Punch List to Contractor	X			Yes	
Punch List Complete	X			Yes	
Final Quantities to Contractor		X		Yes	
Contractor's Acceptance of Quantity		X		Yes	
Final Records to District	X			Yes	
Ready for Final Inspection	X			Yes	
Final Estimate Received at GO			X	Yes	
Final Est to General Accounting			X	Yes	

Responsibility	Construction Manager/Area Manager (CM/AM)	District Construction Office (DCO)	Office of Construction (GO)	Check "Required to Finalize"	Comments
Critical Dates					
Contractor Final Release Date			X	Yes	
Award Date					Automatic Download from Office of Construction Bidding Administration (CBA)
Price Adjustments Base Date					Do Not Populate
Execution Date					Do Not Populate
Letting Date					Automatic Download from CBA
Original Completion Date					Automatic Download from CBA
Checked Out to Field Date					Do Not Populate
Substantial Work Complete Date	X			Yes	This Date stops Contract time for Site 00. This date should be entered the day of occurrence (no later than 30 days of occurrence) and prior to generating an estimate to ensure unwanted disincentives (Liquidated Damages) are not charged. Do not enter this date until all pay items are complete with the exception of a satisfactory stand of grass and application of nitrogen.
Contractor Bankruptcy Date					Do Not Populate
Contractor Default Date					Do Not Populate
Notice to Proceed Date					Automatic Download from CBA
Signed Date					Do Not Populate
Contract Items Complete Date			X	Yes	DATE ENTERED BY GO ONLY. This is the date the General Office generates and approves the Final Estimate.
Open to Traffic Date	X			Yes	This date is required for ALL Projects; Date Should be Populated within 30 Days of occurrence; should not be later than the Substantial Work Complete Date
Adjusted Completion Date					Date is populated and updated by SiteManager/AWP when an approved Change Order contains time adjustment(s)
Accepted Date	X	X		Yes	Depending on what Office has Project Records
Assigned to Field Manager Date					Do Not Populate
Contract Archived Date					Do Not Populate
Work Begin Date	X			No	
Physical Work Complete Date		X		Yes	Date the Final Estimate Request Package is sent to the General Office

Projects Pending Final Payment Reports (PPFPR)

The Projects Pending Final Payment Reports records a Project's progress from the Closing Conference date up to the Final Voucher date. It prompts Area Managers and District Construction Managers of action needed to ensure timeliness of Final Acceptance and Final Payments. The PPFPR updates the Construction Office on the status of Projects in the process of being closed out.

Construction Manager Responsibility

The PPFPR shall be maintained by the Area Manager and the District Construction Manager. The District Construction Manager shall submit a copy to the Office of Construction by the 15th of each month. Separate the report into the following categories:

- Construction Projects – Let to Contract
- City/County – Not LET to Contract

Area Manager Responsibility

The Area Manager shall enter the following information on the PPFPR immediately after the Closing Conference is held or for Projects that did not have a closing conference, immediately after time charges have stopped:

- Project Number(s) (Including Contract ID#)
- County(s)
- Type Project
- Contractor(s)
- Closing Conference – actual date of meeting
- Time Charges Stopped – date when all Contract pay items are satisfactorily completed excluding grassing
- Ready for Final Inspection – upon due written notice from the Contractor of substantial completion of the entire Project, the date the Area Manager determines the Project is ready for a Final Inspection
- Final Inspection – actual date of inspection. If multiple days are needed to final inspect the Project, use the last date inspected as the Final Inspection date
- Punch List to Contractor – date of written punch list or corrective list furnished to the Contractor
- Material Certificate – date of Materials Certificate was issued
- Punch List Complete – date that all punch list or corrective list has been satisfactorily completed
- Maintenance Acceptance Date – Date of Maintenance acceptance. If no separate Maintenance Acceptance is given, this will be the same date as Final Acceptance Letter date.

- Final Construction Report to District – date Area Manager submits final pay estimate to District Office for review and processing. Dates entered on the PPFPR by the Area Manager shall be verified by the District on their PPFPR using information from the Contract Status Time Report. The Area Manager should communicate with the District monthly to ensure correct dates are being recorded.

District Construction Office Responsibility

The District shall enter the following dates on the PPFPR:

- Acceptance Date – date State Construction Engineer makes Final Acceptance
- Acceptance Letter Date – date of written notification
- Final Quantities to the Contractor – date Final Statement of Quantities sent to the Contractor
- Contractor Accepts Quantities – date District Office certifies payment
- Final Estimate to the GO – date District Office sends the Final Estimate to State Construction Office for review and processing. The Date the Package is received in the State Construction Office will be the “Physical Work Complete Date” in SiteManager/AWP.
- Final Voucher Back from GO – date District Office receives Final Voucher back from the General Office. Dates entered on the PPFPR by the District shall be verified by the Area Manager on their PPFPR using information from the Contract Status Time Report or from copies of letters received from the District (i.e. Final Acceptance Letter).

The Area Manager should communicate with the District monthly to ensure correct dates are being recorded.

Reasons for lack of progress in any of the events noted above shall be documented under the “Remarks” section on the PPFPR. Make sure enough information is noted in the “Remarks” section to explain reasons for lack of progress in any of the events.

For Construction Projects LET to Contract, remove the Project from the PPFPR when the District is in receipt of the executed Standard Release. For City/County Contracts, not LET, remove the Project from the PPFPR when the District is in receipt of the Final Estimate.

The Area Manager shall maintain a copy of the PPFPR and use it as a tool to close out assigned Projects. The Area Manager shall routinely check the report to ensure that action needed prior to Final Payment is being accomplished and the required dates are recorded. Refer to Chapter 21 for time frames required for performing Final Inspections and submitting the Punch List/Corrective List to the Contractor. Chapter 21 also states that the Material Certificate is a Punch List/Corrective List Item.

If all punch list /corrective items are complete with the exception of receiving the Material Certificate, show the punch list/corrective list complete only if the Contractor has submitted all requested information to satisfy the Material Certificate.

Procedure for Projects Behind Schedule

Projects are identified as "behind schedule" if:

- A construction project's earnings are more than 15% behind earnings anticipated/shown on the Progress Schedule Chart.
- A resurfacing project that does not have a schedule but is more than 25% behind as compare to contract time.

Construction Projects:

For Projects with an approved Progress Schedule Chart that are more than 15% behind schedule, the following steps shall be taken in response to projects behind schedule that meet the criteria established for unsatisfactory performance as noted.

NOTE: The Area Manager may elect not to begin/continue these steps only with the concurrence of the District Construction Manager and the State Construction Engineer.

First offense (Construction project behind schedule):

Area Manager notifies Contractor in writing:

- States the percentage behind schedule.
- States the Contract Completion Date.
- States the Rate of Liquidated Damages.
- Requests a Revised Progress Schedule be submitted within 10 days.
- Requests a plan to get the project back on schedule.
- Requests/establishes a meeting (be held within 15 days) to discuss lack of progress.
 - ❖ Meeting attendees to include: District Construction Manager, Area Manager, Construction Project Manager, State Construction Liaison, and the Contractor.

NOTE: The District Engineer should participate in meetings involving critical projects.

- If more than 50% of the original contract time has elapsed, copy the Contractor's Surety and the District Administrator with this correspondence.
- If more than 50% of the original contract time has elapsed, the District Administrator (or their designee) shall participate in meeting to discuss lack of progress

Area Manager shall facilitate the Behind Schedule Meeting:

- Discuss the Contractor's lack of progress, requesting an explanation for Contractor's inability to stay on-schedule.
- Review the Contractor's reason for lack of satisfactory progress for validity.
- Discuss actions that the Contractor shall make to finish the project by the Contract Completion Date.
- Review the Revised Progress Schedule:

- ❖ Chart should be realistic and true, showing the logical sequence of work. Chart should not be 'pencil-whipped' and submitted with the intent of preventing the Department from withholding monies due based on the current estimate.
- ❖ Chart shall have the old progress 'curve' as well as the new progress 'curve.'
- ❖ Chart should show the Contractor's ability to schedule the work as to meet the Contract Completion date.
- ❖ Should the Contractor be unable to complete the project by the Contract Completion Date:
 - Chart should also show the "Anticipated Contract Completion Date."
 - While the Department will receive the submitted Revised Schedule Chart, it is not to be approved.
- Contractor shall be reminded of their responsibilities to complete the Project by the Contract Completion Date and liquidated damages that will be imposed per section 108.08 for not completing the project on time.

NOTE: The Department's receipt of the Revised Progress Schedule that extends time beyond the Contract Completion Date in no way implies that the Department agrees that the Contractor is owed any additional time to complete the work, it merely agrees that the Contractor will not finish the project on time.

Following the meeting, the Area Manager shall write a letter to the Contractor containing:

- Commitments and agreements made at the meeting by either party.
- Stating whether or not the revised Progress Schedule will require resubmission.
- The statement: "Per the Contract Section 108.03, note that no payments will be made while the Contractor is delinquent in the submission of a revised progress schedule.
- The statement: "The Department will take further action if the Project continues to fall further behind schedule."
- If more than 50% of the original contract time has elapsed, copy the Contractor's Surety and the District Engineer with this correspondence.

Second Offense (Construction project behind schedule)

Area Manager advises the District Construction Manager if the Project continues to fall further behind schedule.

District Construction Manager (on behalf of the District Engineer) notifies Contractor in writing:

- States the Project continues to fall behind schedule.
- States the percentage behind schedule.
- States the Contract Completion Date.
- States the Rate of Liquidated Damages.
- Requests a new Revised Progress Schedule be submitted within 10 days.
- Requests a new plan to get the project back on schedule.
- Requests/establishes a meeting (be held within 15 days) to discuss lack of progress.

- ❖ Meeting attendees to include: District Construction Manager, Area Manager, Construction Project Manager, State Construction Liaison, and the Contractor.
- ❖ NOTE: The District Engineer should participate in meetings involving critical projects.
- If more than 50% of the original contract time has elapsed, copy the Contractor's Surety and the District Administrator with this correspondence.
- If more than 50% of the original contract time has elapsed, the District Administrator (or their designee) shall participate in meeting to discuss lack of progress

District Construction Manager shall facilitate the Behind Schedule Meeting:

- Discuss the Contractor's lack of progress, requesting an explanation for Contractor's inability to stay on-schedule.
- Review the Contractor's reason for lack of satisfactory progress for validity.
- Discuss actions that the Contractor shall make to finish the project by the Contract Completion Date.
- Review the new Revised Progress Schedule:
 - ❖ Chart should be realistic and true, showing the logical sequence of work. Chart should not be 'pencil-whipped' and submitted with the intent of preventing the Department from withholding monies due based on the current estimate.
 - ❖ Chart shall have the old progress 'curves' as well as the new progress 'curve.'
 - ❖ Chart should show the Contractor's ability to schedule the work as to meet the Contract Completion date.
 - ❖ Should the Contractor be unable to complete the project by the Contract Completion Date:
 - Chart should also show the "Anticipated Contract Completion Date."
 - While the Department will receive the submitted Revised Schedule Chart, it is not to be approved.
- Contractor shall be reminded of their responsibilities to complete the Project by the Contract Completion Date and liquidated damages that will be imposed per section 108.08 for not completing the project on time.

****NOTE: The Department's receipt of the Revised Progress Schedule that extends time beyond the Contract Completion Date in no way implies that the Department agrees that the Contractor is owed any additional time to complete the work, it merely agrees that the Contractor will not finish the project on time.**

Following the meeting, the District Construction Manager (on behalf of the District Administrator) shall write a letter to the Contractor containing:

- Commitments and agreements made at the meeting by either party.
- Stating whether the newly revised Progress Schedule will require resubmission.
- The statement: "Per the Contract Section 108.03, note that no payments will be made while the Contractor is delinquent in the submission of a revised progress schedule."
- The statement: "The Department will take further action if the Project continues to fall further behind schedule, up

to and including default of the Contract by the Contractor.”

- **Copy this letter and all previous correspondence related to the project being behind schedule to the State Construction Engineer and to the Contactor’s Surety.**

Third Offense (Construction project behind schedule):

Area Manager advises the District Construction Manager if the Project continues to fall further behind schedule.

The District Construction Manager will then advise the District Engineer of the same.

The District Administrator will write a letter to the State Construction Engineer:

- Recommending default of the Contract due to lack of progress.
- Provide a review of the Project status, including the Project description.
- Copy this letter and all previous correspondence related to the project being behind schedule to the Contractor and to the Contractor’s Surety.

The State Construction Engineer will review the information submitted by the District Engineer and the status of the project.

If warranted, the State Construction Engineer will recommend default to the Director of Construction who will make the final determination.

****NOTE: For Projects requiring CPM chart, the Construction Manager should refer to the Special Provision in the Contract for allowable action on the part of the Department.**

Resurfacing Projects

For Resurfacing Projects that do not have a schedule but are more than 25% behind as compared to Contract Time, the following steps shall be taken in response to projects behind schedule that meet the criteria established for unsatisfactory performance as noted.

****NOTE: The Area Manager may elect not to begin/continue these steps only with the concurrence of the District Construction Manager and the State Construction Engineer.**

First offense: (Resurfacing project behind schedule)

- Project 25% behind as compared to contract time elapsed
- Construction Project Manager shall contact the Contractor in writing requesting a date when all work will be complete.

Second offense: (Resurfacing project behind schedule)

- Project 50% behind as compared to contract time elapsed
- Area Manager notifies Contractor in writing:
 - ❖ States the percentage of time elapsed in the Contract.

- ❖ States the Contract Completion Date.
- ❖ States the Rate of Liquidated Damages.
- ❖ Requests a plan to get the project back on schedule.
- ❖ Requests/establishes a meeting (be held within 15 days) to discuss lack of progress.
 - Meeting attendees to include: District Construction Manager, Area Manager, Construction Project Manager, State Construction Liaison, and the Contractor.
 - NOTE: The District Engineer should participate in meetings involving critical projects.

Area Manager shall facilitate the Behind Schedule Meeting:

- Discuss the Contractor's lack of progress, requesting an explanation for Contractor's inability to stay on-schedule.
- Review the Contractor's reason for lack of satisfactory progress for validity.
- Discuss actions that the Contractor shall make to finish the project by the Contract Completion Date.
- Contractor shall be reminded of their responsibilities to complete the Project by the Contract Completion Date and liquidated damages that will be imposed per section 108.08 for not completing the project on time.

Following the meeting, the Area Manager shall write a letter to the Contractor containing:

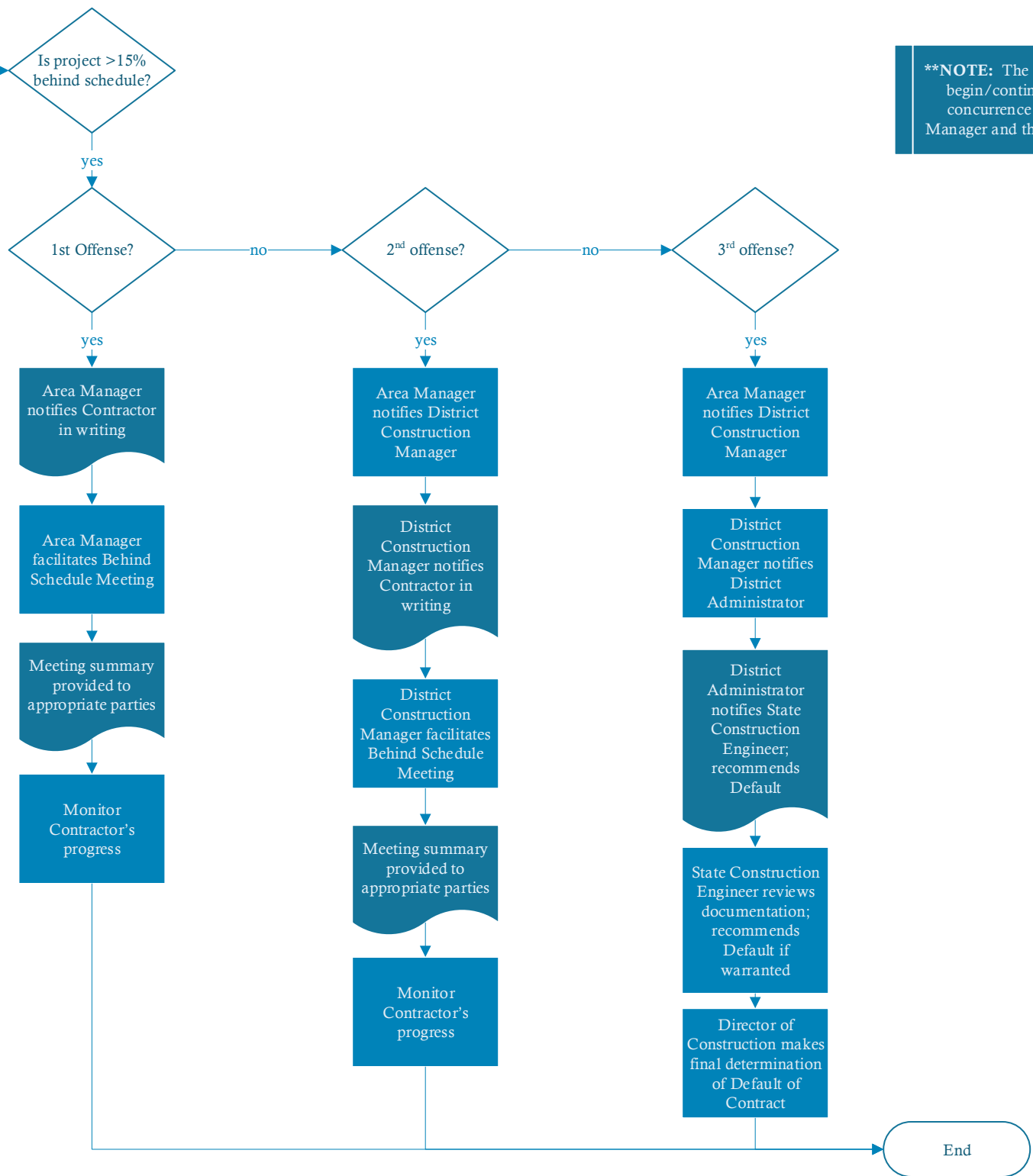
- Commitments and agreements made at the meeting by either party.
- The statement: "The Department will take further action if the Project continues to fall further behind schedule, up to and including default of the Contract by the Contractor."
- Copy this letter and all previous correspondence related to the project being behind schedule to the State Construction Engineer and to the Contractor's Surety.

Third Offense: (Resurfacing project behind schedule)

- Project 75% behind as compared to contract time elapsed)
- Area Manager advises the District Construction Manager if the Project continues to fall further behind schedule.
- The District Construction Manager will then advise the District Administrator of the same.
- The District Administrator will write a letter to the State Construction Engineer:
 - ❖ Recommending default of the Contract due to lack of progress
 - ❖ Provide a review of the Project status, including the Project Description
 - ❖ Copy this letter and all previous correspondence related to the project being behind schedule to the Contractor and to the Contractor's Surety.

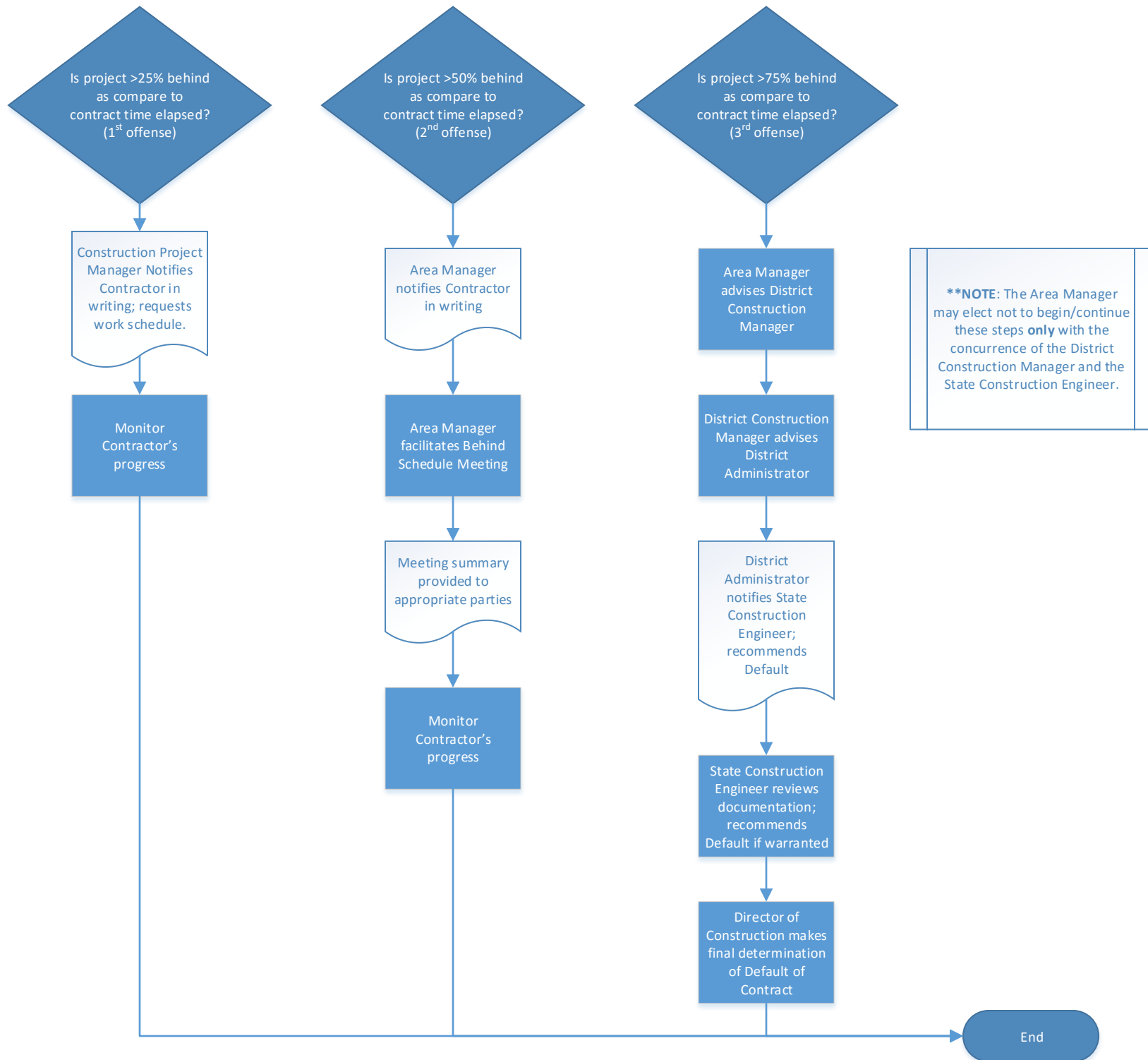
The State Construction Engineer will review the information submitted by the District Administrator and the status of the project. If warranted, the State Construction Engineer will recommend default to the Director of Construction who will make the final determination.

Construction Projects



****NOTE:** The Area Manager may elect not to begin/continue these steps **only** with the concurrence of the District Construction Manager and the State Construction Engineer.

Resurfacing Projects



****NOTE:** The Area Manager may elect not to begin/continue these steps **only** with the concurrence of the District Construction Manager and the State Construction Engineer.

Sites, Intermediate Completion Dates (Milestones)

Depending on the scope and complexity of Work for a particular Let construction Project, there may be one or more Sites with Intermediate Completion Dates (referred to as Milestones in SiteManager/AWP) in the Contract. These may vary from Completion Date Sites to Calendar Day Sites to Available Day Sites to Hourly Sites. For many complex Projects, these Sites are consecutive, with the conclusion of one prompting the start of another.

Intermediate Completion Dates and their specified requirements are in Special Provisions 108 and 150 located in the Construction Proposal and Contract and are developed prior to the Contract's letting date. After the Letting, the Site(s) are transferred into SiteManager/AWP by the Office of Construction Bidding Administration.

Utilize Milestones in SiteManager/AWP to manage Sites with Completion Date and Calendar Day completions Only.

However, if there is the need, or potential need, to use a specific Calendar Day site more than once, Do Not activate the Milestone in SiteManager/AWP. Once a Milestone in SiteManager/AWP is activated with a Work Start date and an Actual Completion Date is entered, the Milestone is closed and cannot be re-used. For a Calendar Day Milestone that may require multiple uses, document the Site's begin and end dates in the Daily Work Report and Diary functions rather than activating the Site in Milestones.

For Sites with Available Day and Hourly completions, Do Not use SiteManager/AWP to manage these Milestones. These Milestone Sites should not be activated (entering a Work Start date) in SiteManager/AWP. If there is a need to assess Liquidated Damages (Disincentives) for Available Day and/or Hourly Sites, do a Change Order in SiteManager/AWP to add a pay item to facilitate measurement and payment of the required deductions as specified in the Contract Special Provisions.

Note: During the Contract Activation Phase, The Office of Construction will typically do a Change Order in SiteManager/AWP to add a pay item to facilitate measurement and payment and potential deductions for Hourly Sites. Therefore, please check your Project/Contract pay items prior to doing a Change Order for Hourly Sites.

2013 Specifications

108-1000	DAY	Liquidated Damages Per Day
108-2000	HR	Liquidated Damages Per Hour

When adding these items to SiteManager/AWP by a Change Order, enter the specified unit damages amount as the unit price (this should be a positive amount, not negative) and enter a quantity of ZERO. DO NOT ENTER A QUANTITY OTHER THAN ZERO. Prior to approving the Change Order, run and print a change order report to ensure the proper item and documentation is shown and the Change Order Amount is ZERO.

Once the Change Order is approved, the item is available for measurement and payment through the Daily Work Report.

When completing a Daily Work Report, be sure to enter a negative quantity for the number of penalty days or hours.

Note: Do Not Do these Change Orders in Contract Authorization Tracking System (CATS). These should be done at the Project Level and Approved by the Area Manager.

For Milestones not activated and not used in SiteManager/AWP, document the Work start and completion dates for the Milestones in the Diary function of SiteManager/AWP, Authorize Tab, by making a note under the Project Information heading. This should not be confused with the Diary's Charge Tab. The Charge Tab is used to charge a day to active Milestones.

In summary,

- **Only** activate and manage Completion Date and Calendar Date Milestones in SiteManager/AWP.
- If a specific Calendar Date Milestone requires multiple uses, **Do Not** activate the Milestone in SiteManager/AWP.
- **Do Not** activate and manage Available Day and Hourly Sites in SiteManager/AWP.
- For Sites not activated and used in SiteManager/AWP and Liquidated Damages are required, do a Change Order in SiteManager/AWP to add a pay item to facilitate measurement and payment and subsequent deductions.

CHAPTER ELEVEN – CONTRACTOR PAYMENTS

SiteManager (SM) / AASHTOWare Project (AWP)

The Construction Manager documents measurement in SM/AWP through Daily Work Reports (DWR). Once these DWR's are approved by the Construction Manager through the creation of a Diary, the payment process begins with the generation and approval of Estimates. SM/AWP also provides information on the history of the Projects such as a running total of dollars spent on the Project, amount of funds available, running total of quantities for each item, Contract time charged to date, and any liquidated damages charged to the Contract. For assistance with SM/AWP, refer to the Area Manager and/or Contract Liaison (Auditor).

Progress Payments

The policy of the Department is to make all payments to the Contractor as promptly as possible. Payment shall be made for each calendar month Work was performed. However, when a large amount of Work is performed (\$500,000.00 or more) the Contractor may request to be paid semi-monthly. If after submitting an Estimate, the Construction Manager determines a portion of Work was missed and should have been recorded for payment and the payment amount is \$1,000.00 or more, the Construction Manager should submit an Estimate to pay for the missed quantity regardless of the day of the month. The Area Manager, or their delegate, shall give the Contractor the opportunity to review each progress estimate with the Construction Manager prior to estimate approval.

Area Managers shall ensure that all Estimates are received by the Office of Construction – Payments Section no later than five (5) Working days following the close of the payment period. The Area Manager shall not hold back payment on any item on which the Work has been **satisfactorily** performed.

On Projects where all pay items are completed prior to the end of the normal pay period, the Area Manager shall submit an Estimate for payment promptly. Also, when a Time Extension or payment for extra Work has been approved, the Area Manager shall process an Estimate for payment rather than holding monies due the Contractor until the Final Estimate. There are situations when GDOT policy, specifications or guidelines may require the Department to withhold payment to the Contractor. Adequate written notice shall be given to the Contractor before this action is taken.

The Area Manager shall approve all progress estimates. The Area Manager will use the Item Quantity Report to certify the final quantities are correct.

PARTIAL PAYMENTS

The quantities shown for payment on the Estimate shall be taken from the Project records based on measurement and payment by the Project personnel. No quantities shall be included for payment for items added by Supplemental Agreement (SA) until receipt of an executed copy of DOT Form 358 Contract Amendment, or notification that DOT Form 358 has been executed, and the corresponding Change Order in SiteManager/AWP is approved by the Office of Construction (Executed is defined as being signed by the Commissioner).

Some items call for partial payment based on the percent complete of the overall Project as estimated by the Engineer. The Engineer will calculate the Contractor's earnings in order to determine an estimated percentage of the Work completed. The estimated item shall be paid for in accordance with the Specifications, up to 100% complete and accepted.

Reductions in payment for items covered by the Specifications will be computed as specified in the appropriate specification section and shall be shown on the Daily Work Report. When doing a Change Order in this manner, be sure not to include the quantity as this would be an unfunded increase in the Contract amount. Only include the item unit price, revised as per Specification, and leave the quantity as zero. The Construction Manager will create the change order header in SM and the Area Manager will approve.

Reductions made for deficiencies of items that have an established range of acceptance in the specifications shall be made in the form of a separate item with a reduced unit price. Such reduction in payment shall not be made in the form of a reduced quantity at full bid price. Reductions in unit price are made by a Change Order. When doing a Change Order in this manner, be sure not to include the quantity as this would be an unfunded increase in the Contract amount. Only include the item unit price and leave the quantity as zero. The Construction Manager will create the change order header in SM and the Area Manager will approve.

Reductions in payment for Work not meeting Specifications where specific measurement and payment requirements are not set forth in said Specifications shall be incorporated into the Contract by Supplemental Agreement. Recommendations for reductions in payment may originate in various offices, such as the Office of Materials and Testing. However, only the State Construction Engineer may approve any reduction in payment which is not covered by the specifications. All recommendations and approvals for reduction in payment shall be in writing and should be included with the Supplemental Agreement as an attachment in the Contract Authorization Tracking System (CATS) as support documentation. For those items where the Department does not calculate a reduction in payment, the Contractor may submit a written proposal which includes a reduction in the payment. Upon approval of the reduction in payment by the State Construction Engineer, a SA shall be processed. When the SA is executed and the corresponding Change Order in SM has been approved by the Office of Construction, the reduction in payment shall be placed on the next Progress Estimate. If there is Work that does

not meet the specifications and is not of such poor quality to require removing but the Contractor refuses to provide a price reduction, direct the Contractor to remove the non-compliant Work.

The Department may make partial payment for material purchased and furnished for Work under Contract in certain cases. Pay materials allowances only for materials that are not readily available; can be easily identified and secured for a specific Project; or can be stockpiled for long periods without detriment.

Note: All Materials Allowances are to be submitted for payment once they are approved regardless of the day of the month provided their sum is in excess of \$1,000.00.

When the Construction Manager receives a Materials Allowance Request, process and submit to the Area Office. Material Allowance requests submitted to the Area Office must include a properly completed Form DOT 625, which requires the following:

- Contractor signature and the Area Manager signature. Do not delegate this authority.
- The parent Line Item Number (LIN), a description and statement of the type and quantity of material, the location stored, and the unit price. Show also an extension of the unit price to indicate the total amount to be paid for the Materials Allowance Request.
- The applicable Line Item Number (LIN), total quantity of material, the unit price, and the total price for Material Allowances previously granted if you are submitting an additional Materials Allowance Request for material already approved.
- Materials quality approval from the Office of Materials and Testing if the material has not been pretested, is not on the Qualified Products List, or is from an approved source.
- An attached inventory list of inspection from the Construction Manager if the material has been pretested, is on the Qualified Products List, or is from an approved source. Send copies of DOT Form 625, the inventory list, mill test reports, etc., to the Laboratory.
- Paid invoices covering the materials for which payment is required or as outlined below.
- Certifications that all materials meet the "Buy America" Contract requirements.
- Upload photos of approved storage area and items to ProjectWise. Photo documentation will be performed either by OMAT or by District Construction.

Once approved, Material Allowances are entered in SiteManager/AWP using the Stockpile Function in SiteManager/AWP to create and renew stockpiles. The Area Manager or designated representative verifies the location, quality, quantity, proper storage, and security of the materials. The Area Manager also verifies the necessity of the request. The Contractor shall store materials on the Project Right-of-Way. If the Contractor requests to do so in writing, the District Engineer may grant

an exception in writing for materials stored off the Project Right-of-Way. This storage area must be local to the Project.

The District Engineer may grant an exception if storage is necessary for one of the following reasons:

- Inadequate storage area on the Project
- Lack of security
- The need for weather-protected storage

The District Engineer is not authorized to approve storage areas that are not under the exclusive control of the Contractor or exclusively Project related. The Construction Manager reviews and checks stored quantities with each subsequent Materials Allowance Request. Check and photograph stored quantities at least every other month. The District Engineer may approve other off-Project storage on the recommendation of the District Construction Manager and the State Materials Engineer. Such storage may include materials uniquely fabricated or precast for specific Projects that will be stored at the fabrication or pre-casting yard. If materials are approved for storage in the fabrication shop:

- Store them independently.
- Legibly and indelibly mark the major components of the material with the Project number.

If a storage area is used for more than one Project:

- Segregate, identify, and secure material for each Project from material for other Projects.
- Provide adequate access for auditing.

If laboratory personnel are available, they may verify quantity and quality on materials at approved off-site storage areas. The laboratory personnel will photograph the storage area and items and upload the photos to ProjectWise. The District Engineer may use this verification. Paid invoices may accompany the Materials Allowance. If they are not submitted with DOT Form 625, they must be submitted to the Construction Manager no later than 30 calendar days after the date of the Progress Payment Report or Estimate Summary Report (SM) on which the Materials Allowance was paid. If the Contractor does not furnish paid invoice(s) within 30 calendar days, remove the Materials Allowances payment from the next progress statement and make no further Materials Allowance for that Item on the Project. If the Department discovers irregularities in the procedures or stockpiles, the Department can recover monies paid for Materials Allowances on the Contract or on any other Contract the Prime Contractor may have with the Department. The Department does not make Materials Allowances for:

- Those materials that will be incorporated into the Work within 30 calendar days except for items made of steel.
- Those items where the total amount submitted is less than \$25,000.00 except for items made of steel.
- Living or perishable plant materials.
- Portland cement, liquid asphalt, or grassing materials.

- Aggregate stockpiled in a quarry. Make payments for stockpile aggregate only if it is approved stockpiled on or in the immediate vicinity of the Project and held for the Project's exclusive use. Properly secure the aggregate. If it is to be paid for on a per-ton basis, reweigh it on approved scales when it is incorporated into the Project.
- Guardrail panels and accessories unless they are stored in a sheltered area.
- Minor material Items such as hardware, etc.

Note: Only one stockpile should be created for a corresponding pay/work item. After the initial stockpile is established, as additional invoices are received, replenish the stockpile. Do not create a new stockpile to add additional invoices/funds for the same item.

Materials Allowance for pre-stressed concrete bridge members may be processed for uncast members upon the Engineer's receipt of a true copy of the binding order for the members required by plan. The binding order shall be sealed and notarized by both the Contractor placing the order and the supplier therein identified to cast specified members. The materials allowance applied to uncast pre-stressed concrete bridge members will be made at an amount equal to 40 percent of the bid prices for the respective member. An additional materials allowance may be requested separately upon completion of the casting for a maximum of 90 percent of an invoiced member. Refer to Supplemental Specification Section 109 for more specific information.

CHAPTER TWELVE – CONTRACT MODIFICATIONS

Funding

The Department's financial management system (PeopleSoft) requires that no payment shall be made that causes an overrun in the funds allotted to the Project. It is the responsibility of the Area Manager to ensure that sufficient funds are on the Project to pay Contractor for monies that are due or that may become due for Work on the Project. The Area Manager shall request increases as necessary.

Note: Funds are allotted by Project, not by Contract.

Contract Modifications

It may be necessary to amend a Contract to provide for conditions not covered in the original Contract. There are five (5) types of Contract modifications that are used on Construction:

1. **Allotment Requests** – An internal document used to maintain project funds due to overruns of items due to field conditions.
2. **Supplemental Agreements** - Establishes new Contract items, any other basis of payment including changes in pay item unit prices and any time adjustments for the Work affected by the changes.
3. **Extension Agreements** - Additional Work beyond original limits including basis of payment and time allowed for completion.
4. **Time Extensions** – time adjusted for Project delayed beyond the Contractor's control and for performance of Work in greater quantities than those in the Contract.
5. **Force Accounts** – A method of payment for Work when Supplemental Agreement prices cannot be agreed upon.

With exception to Force Accounts, all Contract Modifications begin with the Construction Manager creating a Change Order in SiteManager/AWP specifying what addition Work is required, necessary pay items to complete the additional Work, and any additional time required to complete the additional Work. In addition, the Construction Manager shall provide detailed and concise explanations in the Change Order in SiteManager/AWP. Force Accounts are discussed in Chapter Thirteen.

- For Contract Modifications that are adding new items, select the Change Order (CO) Type "Supplemental Agreement.
- For Contract Modifications that are adding new items and additional contract time, select the CO Type "Supplemental Agreement".
- For Contract Modifications that are adding additional contract time only, select the CO Type "Time Extension".

- For Contract Modifications that are Extension Agreements (adding new items, increasing existing items, and/or adding additional contract time), select the CO Type "Extension Agreement".
- When modifying existing items select the Function "Overrun/Underrun".
- When adding new items select the Function "Extra Work".
- When adding contract time select the Function "Time Adjustment".
- Never select the Function "Force Account".
- Select the Function "Zero Dollar" when the Modification is a revision to the Contract Specifications only.
 - ❖ A copy of the revised Specification shall be included with the Supplemental Agreement in the Contract Authorization Tracking System (CATS).

The Construction Manager shall also put detail and concise description and reason(s) for the modification in the Explanations tab in the Change Order header.

Please note: "Adding items not in the contract" is not a detail explanation of why a supplemental is being done. "There were insufficient quantities" is not a detail explanation of why an allotment request is being done.

Once the Construction Manager has satisfied ALL of the required information for the Contract Modification and is in the Change Order, the Construction Manager should generate a change order report for the change order in question to ensure the following:

- All items are correct,
- The item prices are set at \$0.00 or \$1.00,
- The item quantities are correct,
- There is sufficient explanation to carry the change order through all of the necessary approvals and final execution.
- Explanations for allotment request shall include differing site conditions to cause the overrun. In the case of asphalt overruns, plan spread rates and actual spread rates shall be included in the explanation.

Once the Construction Manager is fully satisfied the Change Order accurately depicts the Contract Modification requirements, the Construction Manager shall start the Contract Authorization Tracking System (CATS) SA Negotiation for the Change Order. The Contractor will add the unit prices for the added items of Work in CATS SA Negotiation. The Construction Manager will communicate with the District Estimator externally to CATS SA Negotiation regarding acceptance of the Contractor's proposed prices. Once the Construction Manager and Contractor agree on a price, the Construction Manager will approve in CATS SA Negotiation. After the CM approval, the review and approval responsibility will proceed to the Area Manager, followed by the District Construction Manager, and concludes with the State Construction Liaison's Approval. If the Project has been identified by the FHWA as a Project of Division Interest (PoDI), then FHWA will have final

review and approval responsibility after the approval of the State Construction Liaison.

When the final reviewer, State Construction Liaison or FHWA, approves the CATS SA Negotiation, all reviewers will receive a system generated email stating the CATS SA Negotiation is approved. Further, if additional funds are required for the Contract Modification, there is a system generated 1625 done on behalf of the Construction Manager or the person who initiated the CATS SA Negotiation to request the required funds.

Once a CATS SA Negotiation has been approved by the final reviewer, the Construction Manager shall notify the District Office that the CATS SA Negotiation has been approved for the change order (Contract modification) in question and the District Office should begin the CATS SA (Electronic Supplemental Agreement, or Time Extension, or Extension Agreement). The District shall verify the additional funds for any given modification have been approved and allotted to the Project prior to starting the CATS SA process.

Note: CATS SA Negotiation and CATS SA has replaced the DOT 357 and DOT 358 respectively

During the CATS SA Negotiation and the CATS SA, the Construction Manager and District Construction Office, respectively, shall utilize the attachment feature in CATS to provide support documentation. The Engineer's estimate shall not be included as an attachment or as a unit price in CATS SA Negotiation. The Engineer's Estimate will be attached in CATS after it has been returned from the Contractor.

Allotment Requests

As the Work on a Project progresses, the actual quantities required for construction and the construction engineering costs are more easily defined. The Construction Manager shall observe the progress of the Work and make projections of final quantities. Significant variations of quantities should be analyzed periodically to determine if underruns offset overruns. The following are general guidelines for the monitoring of Projects to determine if allocations of additional funds will be necessary for a Project:

- Review Project funding monthly to ensure funds are available to make progress payments to the Contractor. Do not wait until funds have been depleted before requesting additional monies. In no case should funding become inadequate to make timely payment to the Contractor for completed Work. It is recommended that the Construction Manager maintain a Project ledger sheet indicating every pay item on the Project, its Contract amount, its paid to date amount, its remaining amount, etc.
- Do not submit an estimate (SiteManager/AWP) that will cause an overrun in the funds allotted to a Project.
- Analyze Project for funding needs after various phases of Work are complete. For example, if significant quantities of erosion control items overran during the grading phase, the Construction Manager shall request an allotment to cover the overruns.

- Analyze Project funding when the Project is at 80% complete (funds remaining) to ensure funds are adequate for completion of the Project. The Construction Manager shall look at the remaining Work to be done and multiply the quantities and costs of the remaining items to determine estimated funding needed to complete the Project. If sufficient funds are remaining on the Project, there is no need to request additional funding for an allotment request.
- If there is not sufficient funding remaining in the overall Project balance to cover the uncompleted Work, the Construction Manager shall create a change order in SiteManager/AWP adding the additional quantity for each respective item with concise and clear explanations for the overruns and initiate a Contract Authorization Tracking System (CATS) SA Negotiation for the Allotment Request Change Order. The Change Order (CO) type in SiteManager/AWP will be "Allotment Request" and the Functions will be "Overrun/Underrun". Select the applicable Reason Code.
- The Area Manager will review and approve in CATS SA Negotiation. The CATS SA Negotiation will then go to the District Construction Manager and then the State Construction Liaison for approval (or rejection if required). Projects designated by the FHWA as Projects of Division Interest (PoDI) will require approval by the FHWA Engineer in CATS SA Negotiation. This is done by putting the name and email address of the approving FHWA Engineer in the CATS SA Negotiation. Once the CATS SA Negotiation for the Allotment Request is approved by the final approver (State Construction Liaison or FHWA), the 1625 for the additional funds is created automatically on behalf of the Construction Manager or the person who initiated the CATS SA Negotiation.
- It is acceptable to request more than one Allotment Request per Project if necessary.
- Concurrences (Approvals) for ALL Allotment Requests will occur in CATS SA Negotiation. The process in CATS begins with the Construction Manager, continues with the Area Manager, District Construction Manager, and ends with the State Construction Liaison (or FHWA if PoDI). The Construction Manager is responsible for tracking the approvals and addressing and providing follow up to pending requests to ensure timely approvals. Once the State Construction Liaison approves the Allotment Request in CATS SA Negotiation (or FHWA if PoDI), the CATS system automatically initiates the 1625 Request for Funds on behalf of the District.

In addition, at the conclusion of the CATS SA Negotiation, the Construction Manager will receive an email from the CATS system advising the CATS SA Negotiation for the Allotment Request (Specified as a Change Order Number) has been approved. The Construction Manager shall advise the District Office of such approval. The District will verify funds have been approved and allotted prior to routing the Allotment Request in CATS SA. The District Office is responsible for tracking the approvals and addressing and providing follow up to pending requests to ensure timely approvals.

Time Extension

When analyzing request for time extensions, the Construction Manager/Area Manager needs to be familiar with the definition of Contract Time and when Contract Time officially begins as stated in Subsection 101.19.

Subsection 108.07 explains the determination of Contract time for available day, calendar day and completion date Contracts. Subsection 108.02 defines when time charges shall begin for available, calendar and completion day Contracts. If the Contractor's Time Extension Request includes a request for monetary compensation such as overhead, additional field office expense, etc., the Construction Manager shall respond in writing directing the Contractor to Specification 105.13 Claims for Adjustments and Disputes. The reasons for Time Extensions usually fall under one of the following descriptions (Also see Subsection 108.07.E.):

- The Contract requires performance of Work in greater quantities than those in the Proposal, including significant overruns or extra Work.
- It is determined that the controlling items of Work were delayed because of conditions beyond the control of and without the fault of the Contractor.

Typical request for time extensions may include increased time for consolidation of embankments, significant overruns, weather, and utility impacts. When the Contractor submits a request for time based on any combination of the reasons mentioned above, the review of their request shall take into consideration concurrent delays and controlling item of Work to make sure recommended time reflects the actual time impacted. For Available Days, Refer to Subsections 101.04 and 108.07.A, Subsections 101.12 & 108.07.B for Calendar Days, and Subsections 101.15 & 108.07.C for Completion Date.

Consolidation of Embankments

In cases where a Time Extension is warranted on a basis of an increase in the estimated time for the consolidation of embankments at bridge ends, the increase in Contract Time will be calculated in accordance with Specification 208.3.05.B.3. The Contract Completion Date (Site 00) and Intermediate Site Times should be considered for a Time Extension.

Overrun/Design Change

When analyzing a time extension request for quantity overruns, the Contractor must provide the original quantity and the revised quantity. The Contractor is to utilize production rates to determine the number of days needed. In analyzing the production rates provided by the Contractor, the Construction Manager/Area Manager shall review the production rates shown on the Progress Schedule to determine if the production rates utilized by the Contractor for the time extension are justified and affected the controlling item(s) of Work. On Projects where a Progress Schedule is not required, the Construction Manager/Area Manager shall analyze actual Project production rate history for the items requested. The District

Estimator may also be contacted for input in regard to what production rates to use when determining time extensions. Follow Special Provision 108 for Projects requiring a CPM. Contact the State Construction Office for guidance.

Contract Completion Date (Site 00)

- Available Day Contract – Time Extension may be granted on a day for day basis
- Calendar Day Contract - Time Extension may be granted on a day for day basis.
- Completion Date Contract – Time Extension days should be converted to calendar days. Utilize the Available Working Day per month to calculate the revised completion date.

Intermediate Site Time

- Consider a Time Extension if the time allowed is affected by the overrun or design change.

Weather Related

On a monthly basis after time begins, the Construction Manager and the Contractor's Superintendent shall meet to go over apparent days lost to weather over the previous month. One Exception is for Maintenance Resurfacing projects. These meetings will begin when the Contractor mobilizes to begin work. The purpose of the meeting is to discuss and reach an agreement on the day(s) in question and whether or not the controlling item(s) of Work was impacted by inclement weather. With this approach, a running tally will be created as Work progresses. A brief letter (Monthly Weather Summary) summarizing the outcome of the meeting should be sent to the Contractor with a copy being kept in the Project records. For Site 00, a weather related time extension should not be reviewed until the very final stages of Work to account for days gained by favorable weather. The Contractor must review the weather for the life of the Project from Charges Start Date to Original Completion Date or Revised Completion Date. This information should be summarized based on the Monthly Weather Summary. If the weather was not reviewed for the life of the Project, inform the Contractor to revise the request.

- Contract Completion Date (Site 00)
 - ❖ Available Day Contract – Time Extension may be granted on a day for day basis.
 - ❖ Calendar Day Contract – Time Extension may be granted on a day for day basis.
 - ❖ Completion Date Contract – Time Extension days should be converted to calendar days. Utilize the Weather Time Extension spreadsheet provided by the Office of Construction for the Available Working Days per month to calculate the revised completion date. This form should be provided to the State Construction Liaison for concurrence and attached in CATS for the Time Extension approval. Examples of the spreadsheet for days owed, and no days justified are shown later in this chapter.
- Intermediate Site Time
 - ❖ **Bridge Replacement Projects** – A Special Provision Section 108 will be added to the Contract if the Department will not consider a weather related Time Extension request. A weather related Time Extension request will be considered when a weather event is a declared State Of Georgia

Emergency.

- ❖ **Maintenance Resurfacing projects** – A weather related Time Extension request will only be considered for the Fail to Complete Paving Site Time and the Fail to Complete Shoulder Rehab Site Time. Days lost to weather for resurfacing projects should only be considered from the time the contractor mobilizes to begin work through the current completion date. Revised intermediate site times cannot extend beyond the current Site 00 completion date unless Site 00 is extended.
- ❖ **All other projects** – Consult with the Office of Construction if a letter is received from the Contractor

Review of Weather Impacts

When analyzing weather impacts on a Project during the monthly meetings between the Construction Manager and Contractor's Superintendent, the appropriate chart for the zone in which the Work is being performed shall be used. Select the appropriate weather zone chart for the overall Project. For example, if the pay items of the Contract are predominately bridge items, then the weather zone chart for bridge construction should be used. If there is a roadway Project that contains bridge construction, but the majority of the Project is roadway construction, then use the weather zone chart for roadway construction.

The weather zone chart subtracts the weekend days and observed holidays upfront from the total calendar days. From research, it further subtracts the anticipated days lost due to weather (rain, cold and wet days) to arrive at the anticipated available Work days.

When reviewing a request for time based on weather, the Construction Manager must calculate the total of actual days lost/gained due to weather (rain, cold and wet days) from the charges start date to the Contract completion date and compare them to the total anticipated days lost due to weather for the same period. If the actual days lost due to weather during this time frame are greater than the anticipated days lost due to weather during this same period, the difference in days can be converted to calendar days to arrive at a new recommended Contract completion date. When converting the additional number of Work Days determined to be lost due to weather to calendar days, utilize the available Working days per month to calculate a new recommended completion date. This converts actual Work Days lost back to actual number of calendar days to give.

If Work has progressed beyond the recommended completion date at the time of the review, continue to review the days lost due to weather through the recommended completion date to determine if additional days need to be considered. An Example is provided below. When reviewing partial months, pro rate the anticipated days lost due to weather per the chart for the partial month.

A weather time extension will not be done until the end of the project.



District _____ Area _____

MONTHLY WEATHER RECONCILIATION

Project #: _____

P.I. #: _____

County: _____

Month: _____

Year: _____

Zone: _____

Construction Type : _____

Prorated Month: _____

DATE	Rain	Wet	Cold	Comments
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				
	0	0	0	

Notes:
 Actual Weather Days Owed may be negative. If positive number, this is days owed to the Contractor. Negative numbers to be subtracted from overall days owed. If final cumulative total is negative, then no days are owed the contractor.
 Actual Weather Days that affected Project Progress may be lower than Total Rain/Cold/Wet Days from project records.

Total Rain/Cold/Wet Days from project records:
 (Not Including Weekends or Holidays)

Actual Rain/Cold/Wet Days that affected Project Progress:

minus Total Rain/Cold/Wet Days Allowed (by zone):

Prorated Weather Days for Partial Month:

equals Actual Weather Days Owed For Month:

Previous Total Weather Days Owed:

Total Weather Days Owed:

The information Included is, to the best of my knowledge and belief, true, accurate and complete.

 GDOT Construction Manager

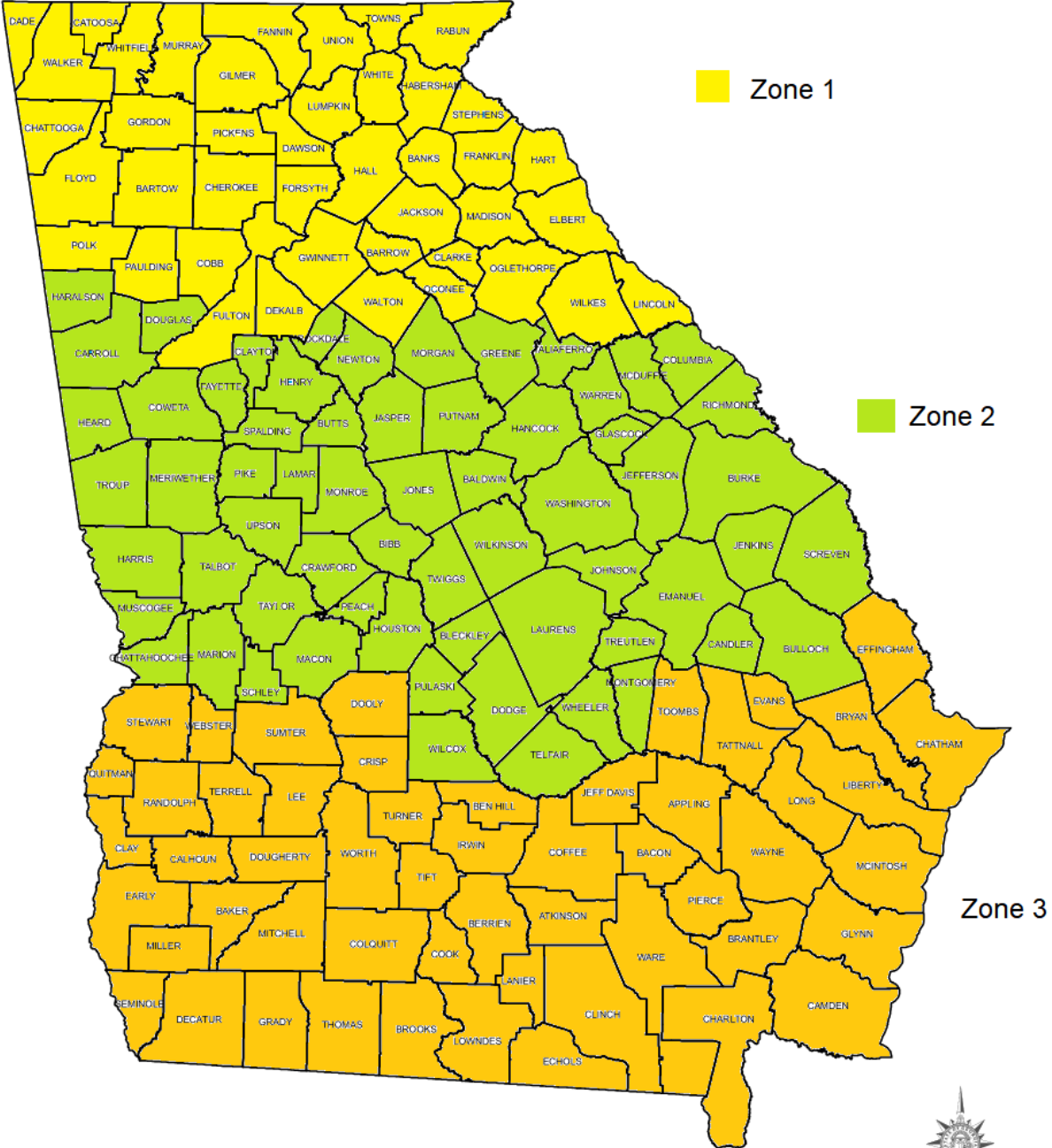
 Date

 Prime Contractor Representative

 Date

Comments:
Comments:

Weather Zones



Weather Zone Chart Data

Zone 1 - Roadway							
<u>Month</u>	<u>Calendar Days</u>	<u>Weekend Days</u>	<u>Rain Days</u>	<u>Cold Days</u>	<u>Wet Days</u>	<u>Holidays</u>	<u>Available Work Days</u>
January	31	9	3	5	1	2	11
February	28	8	3	4	1	0	12
March	31	9	3	2	1	0	16
April	30	9	2	1	1	1	16
May	31	9	2	0	1	1	18
June	30	9	2	0	1	0	18
July	31	9	2	0	1	1	18
August	31	9	2	0	1	0	19
September	30	9	2	0	1	1	17
October	31	9	2	1	1	1	17
November	30	9	2	2	1	3	13
December	31	9	2	5	1	2	12

Zone 2 - Roadway							
<u>Month</u>	<u>Calendar Days</u>	<u>Weekend Days</u>	<u>Rain Days</u>	<u>Cold Days</u>	<u>Wet Days</u>	<u>Holidays</u>	<u>Available Work Days</u>
January	31	9	3	3	1	2	13
February	28	8	3	2	1	0	14
March	31	9	3	1	1	0	17
April	30	9	2	0	1	1	17
May	31	9	2	0	1	1	18
June	30	9	3	0	-1	0	19
July	31	9	3	0	-2	1	20
August	31	9	3	0	0	0	19
September	30	9	2	0	1	1	17
October	31	9	1	0	1	1	19
November	30	9	2	1	1	3	14
December	31	9	2	2	1	2	15

Zone 3 - Roadway							
Month	Calendar	Weekend	Rain	Cold	Wet	Holidays	Available
	Days	Days	Days	Days	Days		Work Days
January	31	9	3	2	1	2	14
February	28	8	3	1	1	0	15
March	31	9	3	0	1	0	18
April	30	9	2	0	1	1	17
May	31	9	2	0	-1	1	20
June	30	9	3	0	-1	0	19
July	31	9	4	0	-1	1	18
August	31	9	3	0	-2	0	21
September	30	9	3	0	0	1	17
October	31	9	2	0	0	1	19
November	30	9	2	0	0	3	16
December	31	9	2	1	1	2	16

Weather Zone Chart Data						
Zone 1 - Bridge						
Month	Calendar	Weekend	Rain	Cold	Holidays	Available
	Days	Days	Days	Days		Work Days
January	31	9	3	3	2	14
February	28	8	3	2	0	15
March	31	9	3	1	0	18
April	30	9	2	0	1	18
May	31	9	2	0	1	19
June	30	9	2	0	0	19
July	31	9	2	0	1	19
August	31	9	2	0	0	20
September	30	9	2	0	1	18
October	31	9	2	0	1	19
November	30	9	2	1	3	15
December	31	9	2	3	2	15

Zone 2 - Bridge						
<u>Month</u>	<u>Calendar Days</u>	<u>Weekend Days</u>	<u>Rain Days</u>	<u>Cold Days</u>	<u>Holidays</u>	<u>Available Work Days</u>
January	31	9	3	2	2	15
February	28	8	3	2	0	15
March	31	9	3	1	0	18
April	30	9	2	0	1	18
May	31	9	2	0	1	19
June	30	9	3	0	0	18
July	31	9	3	0	1	18
August	31	9	3	0	0	19
September	30	9	2	0	1	18
October	31	9	1	0	1	20
November	30	9	2	1	3	15
December	31	9	2	2	2	16

Zone 3 - Bridge						
<u>Month</u>	<u>Calendar Days</u>	<u>Weekend Days</u>	<u>Rain Days</u>	<u>Cold Days</u>	<u>Holidays</u>	<u>Available Work Days</u>
January	31	9	3	2	2	15
February	28	8	3	1	0	16
March	31	9	3	0	0	19
April	30	9	2	0	1	18
May	31	9	2	0	1	19
June	30	9	3	0	0	18
July	31	9	4	0	1	17
August	31	9	3	0	0	19
September	30	9	3	0	1	17
October	31	9	2	0	1	19
November	30	9	2	0	3	16
December	31	9	2	1	2	17

Example 1: Weather Time Extension for Days Lost:

➤ Given:

- ❖ NTP 11-7-18
- ❖ Contract Completion Date: 8-31-19
- ❖ Time Charges Stopped: 10-8-19

Month	Days Lost Due to Weather Conditions per Weather Zone Chart # 1 Roadway Construction	Days Lost Due to Weather Conditions per GDOT Records	Calculated Actual Days Lost/Gained
November 2018	5	4	-1
December 2018	8	6	-2
January 2019	9	14	5
February 2019	8	18	10
March 2019	6	13	7
April 2019	4	10	6
May 2019	3	6	3
June 2019	3	3	0
July 2019	3	2	-1
August 2019	3	1	-2
September 2019	3	2	0
October 2019	4	2	0
Total			25

- 25 additional work days were lost due to weather from charges start date (11-7-18) to current completion date of (8-31-19)
- Convert 25 work days to Calendar days
 - ❖ 17 work days in September
 - ❖ 25 – 17 = 8 work days remaining
 - ❖ Prorate month of October = $(8 \text{ Days} / 17 \text{ Days}) * (31 \text{ days in October}) = 15 \text{ Calendar Days}$
- New Completion Date = October 15, 2019

Figure 1: Weather Time Extension for Days Lost

Project
County
Description

Notice to Proceed: 11/07/18
 Time Charges Began: 11/08/18
 Contract Completion Date: 08/31/19

Work Began: 02/27/19
 Time Charges Stopped: 10/08/19

Instructions:
 Correct month/year in **grey**. Copy/add/delete rows as needed.
 Correct calendar days column in **grey** to reflect when work began.
 Complete data in **yellow** based on project conditions.
 (Data in **green** will populate automatically.)
 Delete/Check formulas in **green** to satisfy evaluation time frame.
 Manually figure calendar days (bottom) based on results calculated in **green**.

Weather Zone Chart Data							
Zone 1 - Roadway							
Month	Calendar Days	Weekend Days	Rain Days	Cold Days	Wet Days	Holidays	Available Work Days
November-18	23	9	2	2	1	3	6
December-18	31	9	2	5	1	2	12
January-19	31	9	3	5	1	2	11
February-19	28	8	3	4	1	0	12
March-19	31	9	3	2	1	0	16
April-19	30	9	2	1	1	1	16
May-19	31	9	2	0	1	1	18
June-19	30	9	2	0	1	0	18
July-19	31	9	2	0	1	1	18
August-19	31	9	2	0	1	0	19
September-19	30	9	2	0	1	1	17
October-19	31	9	2	1	1	1	17

Project Weather Data		
Not including holidays or weekends:		
Actual Rain Days	Actual Cold Days	Actual Wet Days
4	0	0
5	0	1
7	3	4
10	4	4
9	2	2
7	0	3
6	0	0
3	0	0
2	0	0
1	0	0
2	0	0
0	0	0

Calculations	
Actual weather days	
minus	
incimate weather days as shown on the weather zone chart	
Days	
-1	
-2	
5	
10	
7	
6	
3	
0	
-1	
-2	
	ONLY EVALUATE THRU ORIGINAL COMPLETION DATE*
=====	
25	If a positive number = work days owed

from August 31, 2019: 25 work days
 September 2019: - 17 work days
 =====
 8 work days

October 2019: (8 Days / 17 Days) * (31 days in October) = 15 days

Therefore, new contract completion date is October 15, 2019.

*Unless engineering judgement suggests carrying thru to the Revised completion date.

Example 2: Weather Time Extension for Days Gained

➤ Given:

- ❖ NTP 11-7-18
- ❖ Contract Completion Date: 8-31-19
- ❖ Time Charges Stopped: 10-8-19

Month	Days Lost Due to Weather Conditions per Weather Zone Chart # 1 Roadway Construction	Days Lost Due to Weather Conditions per GDOT Records	Calculated Actual Days Lost/Gained
November 2018	5	3	-2
December 2018	8	5	-3
January 2019	9	12	3
February 2019	8	12	4
March 2019	6	6	0
April 2019	4	3	-1
May 2019	3	2	-1
June 2019	3	2	-1
July 2019	3	1	-2
August 2019	3	1	-2
September 2019	3	0	-3
October 2019	4	0	-4
Total			-12

- Negative 12 days of rain/wet conditions...No additional days owed

Figure 2: Weather Time Extension for Days Gained

Project
County
Description

Notice to Proceed: 11/07/18
 Time Charges Began: 11/08/18
 Contract Completion Date: 08/31/19

Work Began: 02/27/19
 Time Charges Stopped: 10/08/19

Weather Zone Chart Data							
Zone 1 - Roadway							
Month	Calendar Days	Weekend Days	Rain Days	Cold Days	Wet Days	Holidays	Available Work Days
November-18	23	9	2	2	1	3	6
December-18	31	9	2	5	1	2	12
January-19	31	9	3	5	1	2	11
February-19	28	8	3	4	1	0	12
March-19	31	9	3	2	1	0	16
April-19	30	9	2	1	1	1	16
May-19	31	9	2	0	1	1	18
June-19	30	9	2	0	1	0	18
July-19	31	9	2	0	1	1	18
August-19	31	9	2	0	1	0	19
September-19	30	9	2	0	1	1	17
October-19	31	9	2	1	1	1	17

Instructions:
 Correct month/year in **grey**. Copy/add/delete rows as needed.
 Correct calendar days column in **grey** to reflect when work began.
 Complete data in **yellow** based on project conditions.
 (Data in **green** will populate automatically.)
 Delete/Check formulas in **green** to satisfy evaluation time frame.
 Manually figure calendar days (bottom) based on results calculated in **green**.

Project Weather Data		
Not including holidays or weekends:		
Actual Rain Days	Actual Cold Days	Actual Wet Days
3	0	0
4	0	1
7	2	3
6	3	3
4	1	1
3	0	
2	0	0
2	0	0
1	0	0
1	0	0
0	0	0
0	0	0

Calculations	
Actual weather days	
minus	
inclimate weather days as shown on the weather zone chart	
Days	
-2	
-3	
3	
4	
0	
-1	
-1	
-1	
-2	
-2	
-3	
-4	
=====	
(12)	if a positive number = work days owed

*Unless engineering judgement suggests carrying thru to the Revised completion date.

Utility

Utility Impacts (See Chapter 4 of the Utility Accommodation Policy and Standards Manual) - When reviewing a time extension request for utility impacts; the Contractor must provide the original time of relocation for each utility involved and provide the actual number of days each utility required to move their facilities. If the relocation times and impacts times are not included, request the Contractor to revise. When analyzing a request for time based on utility impacts, the Construction Manager/Area Manager shall review the item(s) of Work at the time of the utility impact to determine if the impact affected the ability of the Contractor to perform any Work on the controlling item(s) of Work which may substantiate their request for additional time. The Contractor's letter should be directed to the Area Manager and should contain, at a minimum, the following information:

- The basis for the request
- The calendar dates involved
- A description of the additional Work performed beyond that required in the Contract, and why this Work justified a Time Extension for the Project.

If the reason for the delay is based on conditions beyond the control of the Contractor, an explanation of the delay and how it has affected other operations on the Project will be required. Descriptions and explanations shall be detailed enough to permit someone unfamiliar with the Project to evaluate the information contained in the letter.

When you receive a time extension request from the Contractor, ensure the letter is thorough and accurate. If the Contractor does not provide enough information to process the request, inform the Contractor that additional information is needed to verify and process the request. Immediately acknowledge receipt of a time extension request in writing stating that you have received their request and it is being reviewed by the Department.

Note: It is the responsibility of the Contractor to justify the amount of time that is requested. It is the Construction Manager's responsibility to verify the information submitted in the Contractor's request.

- Contract Completion Date (Site 00)
 - ❖ Available Day Contract – Time Extension may be granted on a day for day basis.
 - ❖ Calendar Day Contract – Time Extension may be granted on a day for day basis.
 - ❖ Completion Date Contract – Time Extension days should be converted to calendar days. Utilize the Weather Time Extension spreadsheet provided by the Office of Construction for the Available Working Days per month to calculate the revised completion date. This form should be provided to the State Construction Liaison for concurrence and attached in CATS for the Time Extension approval. Examples of the spreadsheet for days owed, and no days justified are shown later in this chapter.
- Intermediate Site Time – Consider a Time Extension if the time allowed is affected by the utility issue.

Summary

For all time extension requests, the Area Manager shall provide a statement in their recommendation letter to the District Construction Manager that the days recommended for the time extension have been discussed with the Contractor and they concur with the days being recommended. The District Construction Manager shall also include this information in their recommendation letter to the State Construction Engineer.

In addition to an overall Contract time for a Project, it may be necessary to complete certain portions of the Work in an earlier time frame. The Construction Manager must check their Contract for Special Provision Sections 108.08 and/or 150.6 (e.g. completion of a certain portion of the Project, failure to reopen the roadway, failure to cover milled surfaces, complete landscaping, etc.). The Contractor may request a time extension for the Intermediate Site Work. The review of such time extension request shall be performed in accordance with the same guidelines noted above.

Supplemental Agreements on Construction Funded by Third Parties (Local Governments)

When Supplemental Agreements are funded by Local Governments, the Construction Manager shall request the Office of Construction to create a new Category in SiteManager/AWP for the Contract in question to 'park' the items added/revise by the Supplemental Agreement. All items funded by the Local Government shall be placed under the newly established category and shall be fully funded by the Local Government. The Construction Manager shall not use underruns in other Contract bid items to help fund the items added by Supplemental Agreement for the Local Government

Requesting Additional Funds for In-House (Construction Engineering)

Prior to sending a change order of any type to the Office of Construction, the District Office should generate a Project Financial Report to verify adequate funds are available in the Contract and in the In-House allotments. For the Contract Allotment, the 1625 for the Allotment Request has been done automatically at the conclusion of the CATS SA Negotiation. However, if there is an overrun in the In-House Allotment, the CATS SA Negotiation approval does not request funds for In-House. Therefore, the District may be required to do a 1625 for In-House funds if needed.

1625 System

- Log in 1625 system using Windows ID and password. Click "Create Request" to request Project funding and enter Project ID number and Activity ID: Construction.
- Please ensure that the 1625 includes the following:
 - ❖ Project Phase: **Construction**
 - ❖ Request Category: **Construction Supplemental**
 - ❖ Funds Needed: **Yes**

- ❖ Type of Request: **Revision**
- ❖ Reason for Additional Funding: **Other/In-House**
- The Contract ID should be in the front of the Project Description. If not, insert the Contract ID at the beginning of the Additional Funding Justification.
- The Additional Funding section shall include the following: "Additional Funds are required to balance the In- House Allotment and to support the remainder of the project. Initial funds insufficient due to scope of work and project complexity."
- Enter the amount of the additional In-House funds in the "In-House Engineering" field.
- Attach documentation if needed
- Submit the 1625 to the State Construction Engineer – click on "submit".

Procedure for Waiver of Liquidated Damages (LD's)

If there is a pending TE being processed or to issue a waiver without a pay item, the PM should complete the following steps:

- Generate the estimate
- Open Contractor Payments
- Open Contract Adjustments
- Select the Contract ID that you wish to make the adjustment
- Select the most recent generated Estimate
- Click on the top box and select "New" on the task bar.
- Click on the bottom box and add a comment in the remarks section *
- Enter the amount that needs to be returned in the adjustment amount box.

NOTE: The Area Manager may elect not to begin/continue these steps only with the concurrence of the District Construction Manager and the State Construction Engineer

Chapter 12 Supplement

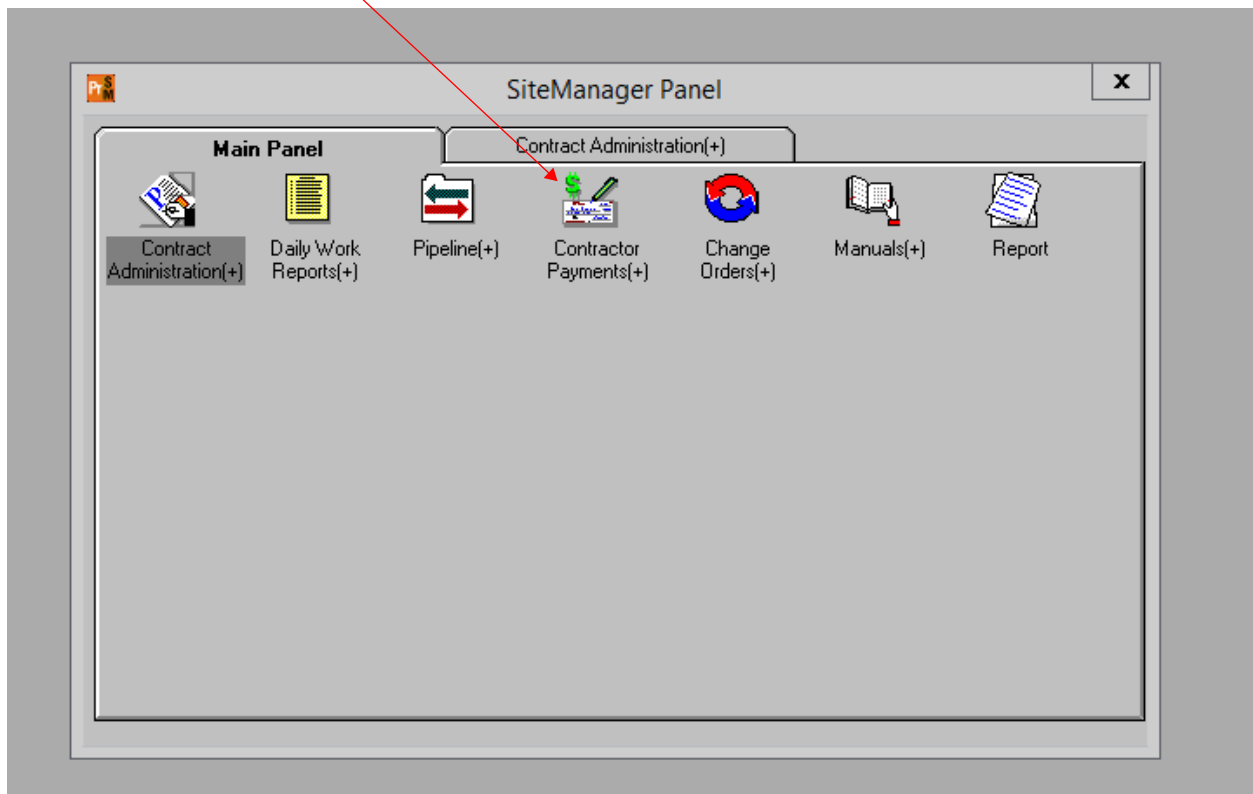
This is how to handle L/D waivers .

We also use it when we have a pending TE and don't want to charge the Contractor L/d's and then we just credit it back one the TE is approved. You just do the opposite and deduct the money that was previously given.

We should only do this if we have an agreement in place or know of a TE that is being processed to not charge L/D's to a contact

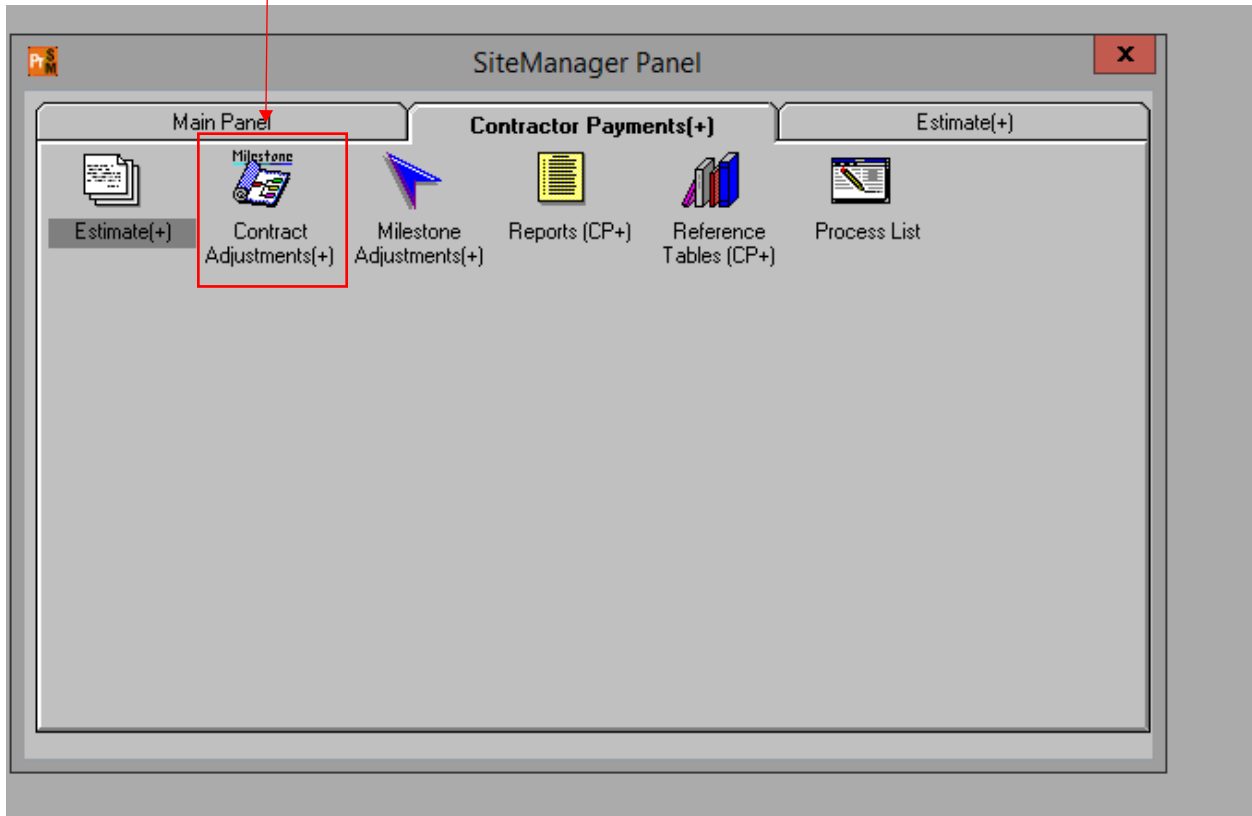
Or use this to do the wavier without a pay item.

Click contractors payment

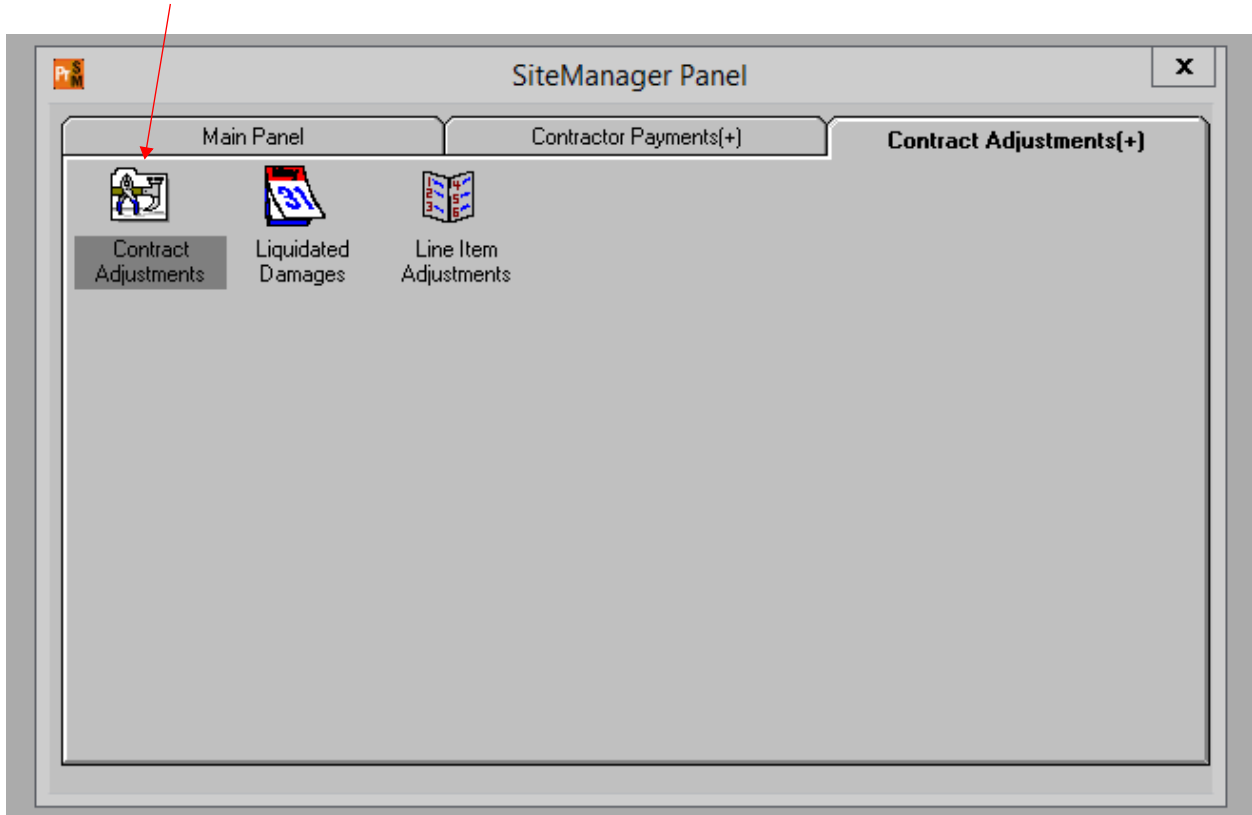


The Estimate has to be Generated prior to this step. The PM needs to have already Authorized the Diary pages and Generated the Estimate

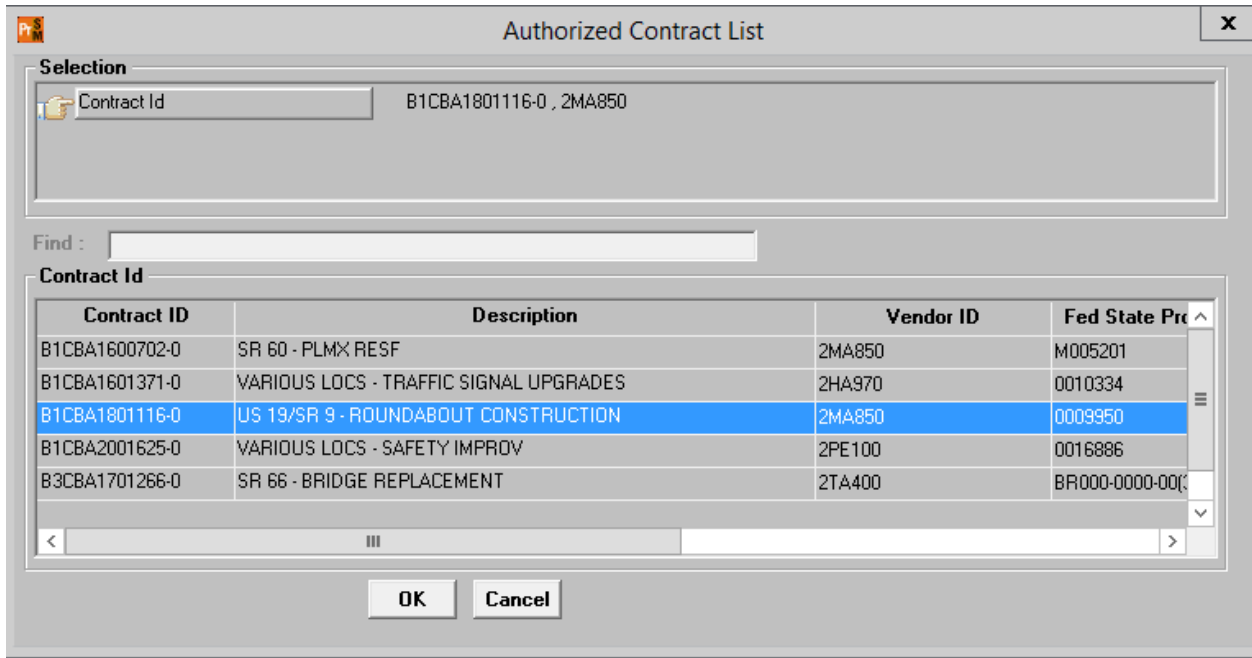
Click on Contract Adjustments



Click on Contract adjustments



Click the contract ID that you wish to make the adjustment



then click the Estimate number the Estimate must be Generated prior to this step. It should be the last on the list.

Contract Adjustments

Descriptions Proj Distribution

Contract ID: B1CBA2001657-0

Estimate Nbr	Entered Date	Adjustment Description	Rmk	User ID	Adjustment Amount
0001	04/16/21	System Application of Liqd. Dam. Adj.		SYSTEM	\$-2,265.00
0002	05/03/21	System Application of Liqd. Dam. Adj.		SYSTEM	\$-2,718.00
0002	05/03/21	Other	✓	01092212	\$4,983.00

Entered Date: 05/03/21 User ID: 01092212 Est. Nbr: 0002

Adjustment Description: Other

Adjustment Amount: 4,983.00

Remarks: Pending TE to be Processed in CATs SA #1 => revised contract completion date of July 17, 2021 .

Top Box

Section B

Section A

Bottom Box

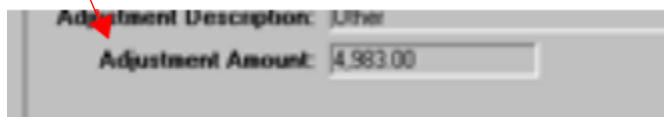
Click in the top box and then "new" at the top on the bar



Then Click in the bottom box. And add a comment in the remarks section



And type the amount that needs to be returned in the adjustment amount box.



Section B

After this the construction Manager can approve the Estimate and send to the Area Manager.

The Adjustment will show on the Estimate on the Second Page.

Rpt-ID: RCPESPRJ

Georgia

Date: 06/07/2021

User: rosimpso

Department of Transportation

Page 2 of 5

Estimate Summary By Project

Contract ID: B1CBA1902038-0

Estimate Number: 0014

Pay Period: 04/01/2021
to 04/30/2021

Project Number: 0013627 SR 369 - BRDG REPL

Federal State Project Number: 0013627

	Total to Date	Prev to Date	This Estimate
Participating	\$689,788.89	\$579,615.35	\$110,173.54
Non-Participating	\$172,447.23	\$144,903.84	\$27,543.39
Total Earnings	\$862,236.12	\$724,519.19	\$137,716.93
Stockpiled Materials	\$200,984.97	\$200,984.97	\$0.00
Gross Earnings	\$1,063,221.09	\$925,504.16	\$137,716.93
Payment Adjustment 1	\$0.00	\$0.00	\$0.00
Payment Adjustment 2	\$0.00	\$0.00	\$0.00
Payment Adjustment 3	\$0.00	\$0.00	\$0.00
Other Adjustments	\$11,730.00	\$0.00	\$11,730.00
Retainage	\$0.00	\$0.00	\$0.00
Escrow Amount	\$0.00	\$0.00	\$0.00
Securities Encumbered	\$0.00	\$0.00	\$0.00
Liq Dam/Incent/Disincent	(\$11,730.00)	\$0.00	(\$11,730.00)
Total:	\$1,063,221.09	\$925,504.16	
		Total Payable:	\$137,716.93

This QRG is applicable mainly to the following role:
Construction Manager.

Important

Payment Estimate Contract Adjustments

A **payment estimate** is an estimated payment to the contractor for work performed on the contract. This can include a percentage of the total contract amount, a percentage of the total for a contract project, or payment for individual work items on the contract.

Adjustments to a payment estimate made at the contract level are known as **Contract Adjustments**. Contract adjustments can either be system-generated adjustments or user-entered adjustments.

Important

The payment estimate must be in **Draft** status to add or edit any contract adjustments. You can create as many contract adjustments for a payment estimate as you want, if the estimate is in **Draft** status.

Note

The **Contract Adjustments** tab on the **Contract Payment Estimate Summary** provides information about payment estimate adjustments at the contract level. The steps for the following will be described in this quick reference guide:

- Viewing System-Generated Contract Adjustments
- Adding User-Generated Contract Adjustments
- Distributing Contract Adjustments

Viewing System-Generated Contract Adjustments:

The **System-Generated Contract Adjustments** section of the tab displays an accordion list of all adjustments created by the system for this payment estimate. The information in this section is for viewing only and cannot be modified. The system automatically creates a contract adjustment when changes are made that affect the contract payment.

There are four types of system-generated contract adjustments: **Liquidated Damages, Disincentive, Incentive, and Retainage.**

Note

1. Under the **Construction** component, select the **Payment Estimates** link.

Construction [?]

- Payment Estimate Accounting
- Payment Estimate Approval Decisions
- Payment Estimates ← 1

2. Search for a payment estimate.
3. Select the **Number** link to open the payment estimate.

Contract ID	Number	Status
B1CBA2001865-0	0003 ← 3	Draft
Type	Period End Date	
Progress	09/03/2021 5:06:00 PM	

4. Select the **Contract Adjustments** tab.
5. In the **System-Generated Contracts Adjustments** section, search for and select the appropriate item adjustment.

Contract Adjustments 4

System-Generated Contract Adjustments

Item Adjustments

Approval Tracking 5

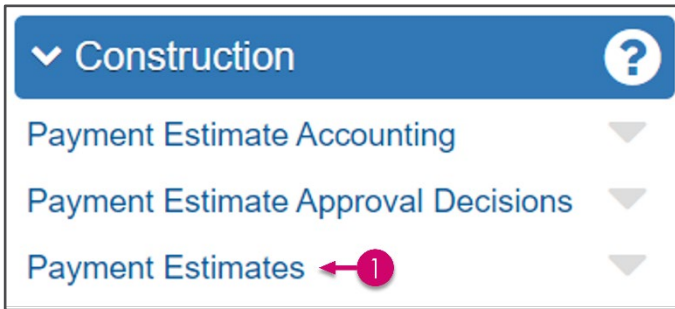
Search: Type search criteria or press Enter

Adding User-Generated Contract Adjustments:

There are four types of user-generated contract adjustments: **Liquidated Damages, Disincentive, Incentive, and Other Contract Adjustment.**

Note

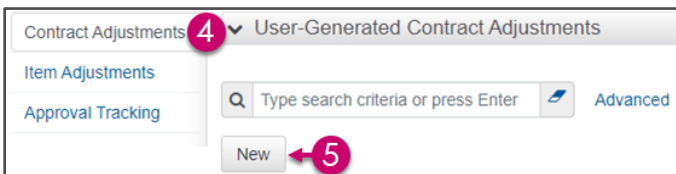
- Under the **Construction** component, select the **Payment Estimates** link.



- Search for a payment estimate.
- Select the **Number** link to open the payment estimate.

Contract ID	Number	Status
B1CBA2001865-0	0003 ← 3	Draft
Type	Period End Date	
Progress	09/03/2021 5:06:00 PM	

- Select the **Contract Adjustments** tab.
- In the **User-Generated Contract Adjustments** section, select the **New** button.



- In the **Type** field, select the drop-down arrow and select the adjustment type.

- In the **Other Contract Adjustment Type** field, select the drop-down arrow and select the identifier for the contract adjustment.

- In the **Amount** field, enter the dollar amount of the contract adjustment on the payment estimate.

- In the **Comments** field, enter any additional information about the adjustment.

- In the **Time ID/Description** field, search for and select the identification name or number for the contract time.

- The **Rate** field indicates the rate of incentive, disincentive, or liquidated damage for the specified contract time, if applicable.

- The **Unit of Time** field indicates the type of unit used to measure the contract time.

- The **Time Units** field indicates the current number of time units specified for completion of a contract time.

- The **Last Updated By** field indicates the name of the person who most recently changed the record.

- The **Last Updated Date** field indicates the date and time the record was most recently changed.

- Select the **Save** button.



Distributing Contract Adjustments:

When a contract adjustment is added to a payment estimate, the system automatically creates the associated distribution records for all the projects and project categories in the payment estimate. You can adjust the distribution and can distribute the adjustment amount by percentage or dollar amount.

Note

1. Under the **Construction** component, select the **Payment Estimates** link.
2. Search for a payment estimate.
3. Select the **Number** link to open the payment estimate.

Contract ID	Number	Status
B1CBA2001865-0	0003	Draft
Type	Period End Date	
Progress	09/03/2021 5:06:00 PM	

4. Select the **Contract Adjustments** tab.
5. In the **User-Generated Contract Adjustments** section, select the link in the **Distributed By** field for an adjustment.

Type	Time ID	Amount	Time ID
Disincentive		22,500.00	

Other Contract Adjustment Type

Contract Adjustment ID

Type

Other Contract Adjustment Type

Amount

Distributed By: Percentage

Comments

6. In the **Distributed By** field, select the drop-down arrow and select **Amount** to modify the adjustment distribution by dollar amount, or **Percentage** to modify the adjustment distribution by percentage.
7. Select the **Save** button.
8. In the **Projects** area or in the **Project-Categories** area, select the **Distribution Amount** or **Distribution Percentage** field for a row to modify the distribution adjustment amount or percent for the project or category.
9. Select the **Save** button.
10. To return to the **Contract Adjustments** tab, select the **Contract Payment Estimate Summary** quick link.

Progress Overview Contract Administration Contract Documentation Contract Progress

Items Payment Estimates Projects Subcontracts Contract Payment Estimate Summary

Payment Estimate Contract Adjustment Project Distribution Summary

Contract: B1CBA2002285-0 - VARIOUS LOCATIONS - RUMBLE STRIPS

Payment Est Num: 0003 Type: Progress Status: Draft

Type

Amount

Other Contract Adjustment Type

Distributed By: Amount

Projects

Project ID - Description	Controlling	Distribution Percent	Distribution Amount
B1CBA2001865-0	Yes		

This QRG is applicable to the following roles:
Construction Manager, District Construction Manager, Area Manager, District Contract Supervisor.

Important

Adding a Change Order

Change orders allow you to legally change a signed contract, including adding new items of work to the contract, increasing and decreasing existing item quantities, making time extensions, setting final quantities, and making specification changes.

By default, every new change order has a status of Draft.

Note

To add a Change Order to a contract, you will need to enter information in these Required Fields:

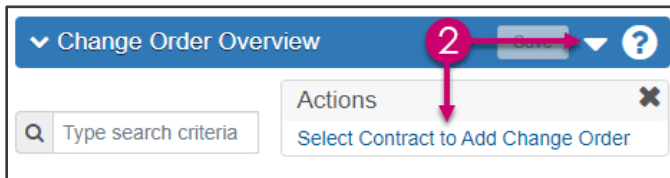
- Description
- Change Order Type
- Author

Adding a Change Order to a Contract:

1. In the **Construction** component, select the **Change Order** link.

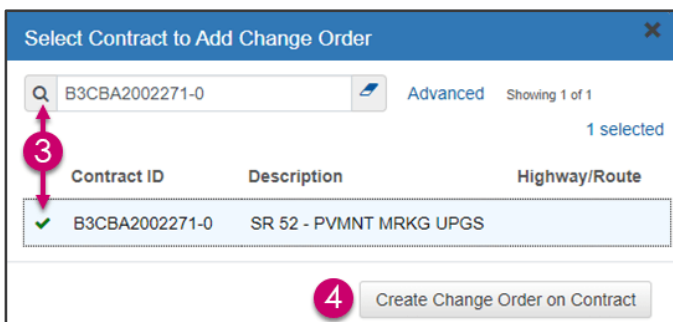


2. Select the component **Actions** button and choose the **Select Contract to Add Change Order** action.



3. Search for and select the appropriate contract. Once selected, the **Contract ID** will have a green checkmark to its left.

4. Select the **Create Change Order on Contract** button.



5. In the **Change Order Date** field, enter the date of the change order.

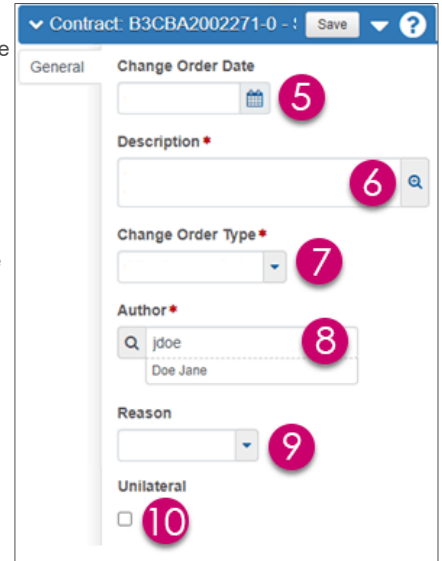
6. In the **Description** field, enter a description for the change order.

7. In the **Change Order Type** field, select the drop-down arrow and select the classification for the change order.

8. In the **Author** field, search for and select the user ID for the person creating the change order.

9. In the **Reason** field, select the drop-down arrow and select the value that indicates the general reason for the change order.

10. Select the **Unilateral** check box, if the change order can be processed without approval from the prime contractor.



• The **Explanations** field indicates the number of explanations associated to the change order. This comes from the Change Order Explanations section in the lower part of the window.

• The **Approval Date** field indicates the date the change order was approved, when applicable.

• The **Entered By** field indicates the name of the person who added the record.

• The **Entered Date** indicates the date and time the record was added.

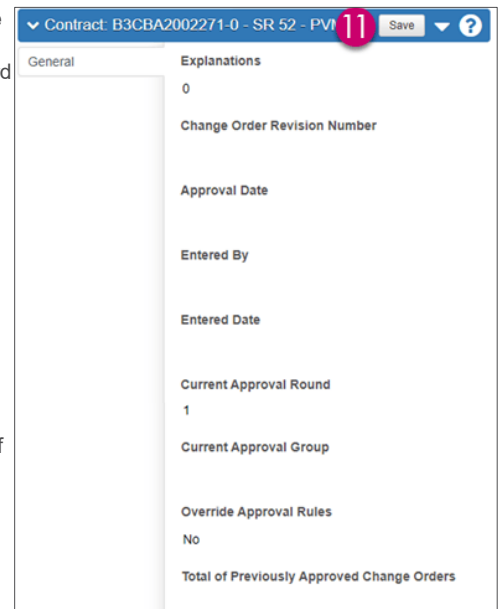
• The **Current Approval Round** field specifies the current round of approval that has been achieved for the change order.

• The **Current Approval Group** field specifies the approval group corresponding to the current level of approval.

• The **Override Approval Rules** field indicates whether standard approval rules are superseded for the change order.

• The **Total of Previously Approved Change Orders** field indicates the total amount of all other change orders for this contract that have reached approval status.

11. Select the **Save** button.



Adding Explanations to Change Orders:

The Explanation you add to a Change Order can be chosen from a standard list of explanations developed by your agency, or you can add your own non-standard explanation. AASHTOWare Project automatically enters a sequence number in the Order field. However, this sequence number can be manually changed.

To add Explanations to a Change Order, you will need to enter information in the Order field.

1. In the **Change Order Explanation** section, type the value in the **Order** field, if it is different from the value provided.
2. In the **Reference Explanation Name** field, search for and select the standard explanation to add to the change order, if applicable.
3. In the **Supp Explanation** field, enter any additional, non-standard explanation to add to the change order, if applicable.

4. Select the **Save** button.

Changing Item Quantities on a Change Order:

The Increase/Decrease Items tab contains a row for each item quantity being changed on this change order.

The rows are divided into two sections, one for general quantity changes on items that are not completed in the project and the other for quantity changes needed to balance completed items.

To add Explanations to a Change Order, you will need to enter information in the Quantity Field.

1. Select the **Increase/Decrease Items** tab.
2. In the **Increase/Decrease Items** section, select the **Select Items** button.

3. Search for and select the item(s) to change. The item(s) selected will display a green check mark to their left.
4. Select the **Add to Change Order** button.

5. Select the arrow to expand the **Increase/Decrease Items** row.
6. In the **Quantity** field, enter the change to the approved quantity for the contract project item.
7. In the **Change Order Increase/Decrease Items Explanations** section, enter the order and standard and/or non-standard explanations for the item, as appropriate.
8. Select the **Save** button.

Balancing Completed Items:

Use the **Balance Completed Items** section to balance the quantity for a completed item, that is, to provide it with a zero quantity. The system automatically calculates the correct increase or decrease needed to balance the completed item.

1. In the **Balance Completed Items** section, select the **Balance Completed Items** button.

2. The system will list all of the non-lump sum items on the contract that have been marked complete.
3. Search for and select the item(s) to balance. Selected items will display a green check mark to the items' left.
4. Select the **Balance Completed Items** button.

Contract Item Ln Num	Item - Description	Unit	Item Src
0195	001-2000 - CONSTRUCTION ENGINEERING	WD - WORK DAY	Unattached

5. In the explanations section, enter the order, standard, and/or non-standard explanations for the item.

Order	Reference Explanation Name	Explanation Description	Supp Explanation
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

When Agency Options are set to require change order explanations, AASHTOWare Project can enter an explanation automatically.

Note

6. Select the **Save** button.

Adding Items to a Contract with a Change Order:

Any kind of item can be added to the contract on a change order, including new reference items, contract items and, depending on an agency option setting, unattached items.

Each item on a change order can have up to three item sources:

- The change order
- The contract item
- The contract project item

New Items cannot be posted to a DWR until the change order is approved.

Note

To add New Items to a Contract with a Change Order, you will need to enter information in these Required Fields:

- Item
- Project Item Line Number
- Contract Item Line Number
- Quantity
- Unit Price

1. Select the **New Items** tab.
2. In the **New Items** section, choose the **Select New Item** button.

- In the **Item** field, search for and select the item to be add to the change order.
- Select the row for the project/category to which the item will be added.
- Select the **Add to Change Order** button.

- Select the expand arrow for the row.

Proj Item L...	Cont Item ...	Item - Descr	Supp Descr	Unit	X												
175	180	653-0112 - THERIV		EA -													
<table border="1"> <thead> <tr> <th>Proj - Descr</th> <th>Cat - Descr</th> <th>Qty</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>M006000 - SR 52 -</td> <td>0100 - ROADWAY</td> <td></td> <td></td> </tr> <tr> <td colspan="4">Ext Amt</td> </tr> </tbody> </table>						Proj - Descr	Cat - Descr	Qty	Price	M006000 - SR 52 -	0100 - ROADWAY			Ext Amt			
Proj - Descr	Cat - Descr	Qty	Price														
M006000 - SR 52 -	0100 - ROADWAY																
Ext Amt																	

- In the **Project Item Line Number** field, verify or modify the project item line number.
- In the **Contract item Line Number** field, verify or modify the contact item line number.
- In the **Quantity** field, enter the number of items that are required for the change.
 - The **Item Source** field indicates where the contract item originated.
- Select the **Fund Information** link to view funding information associated with all Funding Packages on the Contract.
- In the **Funding** field, select the drop-down arrow and select the identification name or number for the Funding Package.

- In the **Unit Price** field, enter the unit price for the item at the contract project level.
 - The **Extended Amount** field shows the extended amount for the new item on the change order.
- In the **Supplemental Description** field, enter an additional description for the item, if appropriate.
- In the **Item Reason** field, select the drop-down arrow and select the reason for adding the item.
- In the **Contractor** field, select the drop-down arrow and select the appropriate contractor.

- In the **Change Order New Item Explanations** section, enter the order and standard and/or non-standard explanations for the item, as appropriate.

- Select the **Save** button.

Modifying Contract Items

Contract items are items that are already associated with this contract but need to be added to one or more additional projects.

To add new Contract Items with a Change Order, you will need to enter information in these Required Fields:

- Contract Item
- Project Item Line Number
- Quantity

1. In the **Contract Items** section, select the **Select Contract Item** button.

2. In the **Contract Item** field, search for and select the item(s) to add to the change order.
3. Select the row for the project/category to which the item will be added.
4. Select the **Add to Change Order** button.

Project	Project Description	Category	Category Description
✓ M006000	SR 52 - PVMNT MRKG UPGS	2001	ALT 2 - ASPHALTIC CONK

5. Select the expand arrow for the row.

Proj Item L...	Cont Item ...	Item - Descr	Supp Descr	Unit
180	0090	653-0110 - THERIV		EA - EACH
✓ Proj - Descr	Cat - Descr	Qty	Price	
M006000 - SR 52 -	2001 - ALT 2 - ASF		135.19	
Ext Amt				

6. In the **Project Item Line Number** field, verify or modify the project item line number.
 - The **Contract Item Line Number** field identifies the line item within the contract.
7. In the **Quantity** field, enter the number of units of the item that are required.
 - The **Item Source** field indicates where the contract item originated.
8. In the **Funding** field, select the drop-down arrow and select the identification name or number for the funding package.
9. In the **Item Reason** field, select the drop-down arrow and select the appropriate reason for the item.
 - The **Unit Price** field indicates the price for the item at the contract proposal level.
 - The **Extended Amount** field indicates the extended amount for the new item on the change order.
 - The **Supplemental Description** displays additional information describing the entity.

11. In the **Change Order Explanations** section, enter the Order.

13. Enter standard and/or non-standard explanations for the item in **Supp Explanation** field, as appropriate.

Order*	Reference	Explanation Name	Explanation Description	Supp Explanation
11	1			

14. Select the **Save** button.

Adjusting Contract Time with a Change Order:

A common reason for creating a change order is to adjust the completion date for a milestone or contract because work has fallen behind or been completed ahead of schedule. The **Time Adjustments** tab contains an accordion list of all the time adjustments that have been recorded in the change order.

1. Select the **Time Adjustments** tab.
2. Select the **Select Contract Time** button.

3. Search for and select the contract time records to adjust. A green check mark will appear next to the **Time ID** once selected.
4. Select the **Add Time Adjustments to Change Order** button.

In the **Time Adjustment Explanations** section, enter the order.

6. Enter the **Reference Explanation name**.
7. Enter the standard and/or non-standard explanations for the item, as appropriate in the **Supp Explanation** field.

8. Select the **Save** button.

Associating Items with Change Order Explanations:

The **Change Order Item Explanations** tab allows you to associate change order explanations to multiple change order items from one location.

If your agency requires a change order explanation for new items or changes in item quantities, you must associate the explanations to the items before submitting the change order for approval.

Note

1. Select the **New** button.

- In the **New Change Order Item Explanation** section, enter the **Order**.
- Enter the standard and/or non-standard explanations for the item, as appropriate in the **Supplemental Explanation** field.
- Select the **Save** button.

- On the **Change Order Explanation Row**, select the row **Actions** menu.

- Locate and select the row for each change order item you want to add. Each selection will have a green check mark to its left.
- Select the **Add to Change Order Item Explanation** button.

ContractItem	ProjectItem	Category Name	Description	Change Order Item Type
0015	0170	2001	TACK COAT	Inc/Dec Item
0045	0025	0100	RECYCLED, Inc/Dec Item	
✓ 0090	180	2001	THERMOPL	New Item

Deleting a Draft Change Order:

A change order may be deleted if it is in the draft status and has the highest change order sequence number.

Only Change Orders in the Draft status can be deleted.

If you need to reverse the **Delete** action: before saving, click the **Undo** button from the same **Actions** menu.

Important

Contract Id	CO Num	Status	Amount	Type	Reason
B1CBA2001865-0	0001	Draft		CO - Change Order	
CO Date	Current Approval Group	Approval Date	Description		
09/18/2021			Change Order		

- From the row **Actions** menu, select **Delete**.

- Select the **Save** button.

Contract Id	CO Num	Status	Amount	Type	Reason
B1CBA2001865-0	0001	Draft		CO - Change Order	
CO Date	Current Approval Group	Approval Date	Description		
09/18/2021			Change Order		

CHAPTER THIRTEEN – FORCE ACCOUNT WORK

Erosion Control and Traffic Control Force Account

When there is a need to add an erosion control item(s) or traffic control item(s) and time is of the essence, the Engineer may direct the Work to be done by Force Account in the absence of a Supplemental Agreement as per Specification 104.03.A.

An Erosion Control – Traffic Control Force Account (ECTC FA) shall be used when there is an immediate need. The Construction Manager shall follow the subsequent guidelines:

- Discuss the need with District and Construction Office.
- Request item prices from the Contractor. If the prices are within the item mean and/or within 10% of the District's estimate, proceed with filling out two (2) ECTC FA forms (1 – Contractor, 1 – Project Files).
- Enter reason(s) why the item was needed. Also note location.
- Enter item number, item description, unit, quantity, and price on the forms. The ECTC FA forms will calculate the total on the print command. Print the two ECTC FA forms.
- If the Project is designated by FHWA as Projects of Division Interest (PoDI), coordinate with Construction Liaison
- to obtain FHWA concurrence via email. Attach email to ECTC FA.
- Submit to Contractor for signature.
- When received from the Contractor, forward the ECTC FA to the Construction Liaison for review, approval, and issuance of Notice to Proceed on behalf of the State Construction Engineer. The Construction Liaison will then scan and forward a copy of the executed ECTC FA to the Assistant State Construction Administrator. The Assistant State Construction Administrator will do a change order in SiteManager/AWP to add the item for measurement and payment.
- The Construction Manager shall furnish an executed original of the ECTC FA Form to the Contractor. The Contractor may begin installing force account items. The remaining original shall be maintained in the Project records and filed in ProjectWise.
- Monitor the Project monies and request allotment for force account items if needed.

Note: ECTC FA's are entered into SM by the creation and approval of a Change Order. Once the State Construction Office receives the scanned executed FA from the Liaison, a Change Order will be created and approved in SM to add the ECTC FA Item. Only the Item, Item Description, and Item Price will be on the Change Order. There will be no quantity added to ensure there is no unfunded increase in the Project amount.

Extra Work Force Account

When an agreement cannot be reached to perform extra Work (as defined in Specification 101.27 and ordered by Specification 104.04) at Lump Sum or Unit Prices by Supplemental Agreement, the Work may be authorized by the Department to be performed by Force Account.

A Force Account estimate shall be prepared by the Contractor identifying all anticipated costs for the Work. The Construction Manager shall provide the Force Account form to the Contractor.

After the Force Account estimate has been prepared by the Contractor, it shall be submitted to the Construction Manager. The Construction Manager, along with the Area Manager, shall review the form for overall completeness including necessary labor, material, and equipment is documented and has the Contractor's signature. If the form is incomplete, the Construction Manager shall note the deficiencies and return to the Contractor for correction.

If the form is complete, the Construction Manager shall then forward the Force Account estimate to the District Construction Manager. The District (Estimator) shall review the proposed labor and material for adequacy based on the proposed force account Work. The District (Estimator) shall also review the equipment rates to ensure compliance of allowable rates per Blue Book and per Specification 109.05. If the allowable rates are found to be incorrect, the District and or Area shall return the form to the Contractor for correction. The District (Estimator) should also review and verify the estimated time required to perform the Work.

If the labor, material, and equipment rates are found to be sufficient for the force account Work after review by the District Construction Engineer, the Force Account Estimate shall be forwarded to the State Construction Engineer for review and approval.

The Contractor shall not begin Work until the State Construction Engineer has approved a Force Account Estimate and Notice to Proceed has been issued from the State Construction Engineer.

The Contractor receives the wage rate in the Force Account estimate for all labor, equipment operators, and supervisors, excluding superintendents. This wage rate is paid for each hour that eligible employees are actually engaged in performing the authorized Work. The Contractor receives reimbursement for actual costs paid to employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when these amounts are included in the employment Contract with the labor force employed on the Work. The Contractor is also paid an additional 15 percent of the sum of the wages and benefits listed above.

The Contractor is reimbursed for the actual cost of property damage, liability, Worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes paid for Force Account Work. The Contractor shall furnish

satisfactory evidence of the rates listed in the submitted documentation. The Contractor is reimbursed for the actual costs incurred. The Contractor does not receive an additional percentage.

The Contractor is reimbursed for the actual cost of all materials that the Engineer accepts and incorporates into the Work, including transportation charges the Contractor has paid. An additional ten (10) percent of the costs of materials and transportation is allowed.

The Contractor shall receive equipment costs not to exceed the rental rates indicated below for the actual time that such machinery or special equipment (other than small tools) is in use on the Force Account Work. Equipment costs shall also include operating costs, as defined below, and any transportation costs that have been approved by the Engineer. Equipment reimbursement rates are based on the latest edition of the Blue Book using the following instructions:

Monthly Rate = basic machine plus any attachments

- Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 70\%$
- Allowable Hourly Operating Cost = Hourly Operating Cost
- Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost
- Standby Rate = Allowable Hourly Equipment Rate x 35%

Any equipment necessary for the force account Work which is not included in the Blue Book rates shall have rates agreed upon by the District and State Construction Engineer, in writing, before the equipment is used. All equipment charges submitted by persons or firms other than the Contractor shall be supported by invoices. The Department shall not approve any rates in excess of the rates outlined above unless supported by an acceptable breakdown of cost. The Department shall not approve payment for down time on equipment, time spent on equipment repairs, or time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed.

Standby rates shall apply when equipment is not in operation and the Engineer directs the equipment to stand by for later use. In general, this occurs when the equipment is not in use but shall be needed again to complete the force account Work, and the cost of moving the equipment will exceed the accumulated standby cost. Standby time shall not be paid on any day where the equipment operates for 8 hours or more. Standby time shall not be paid on any day that is not normally a Working day. If equipment is operated less than 8 hours in a day, the amount of standby time shall be limited to the number of hours which will complete the 8-hour day.

Transportation charges for equipment not readily available for Force Account Work shall be paid to and from the site of the Work provided the charges meet the following conditions:

- The equipment is obtained from the nearest approved source.
- The return charges do not exceed the delivery charges.

- The haul rates do not exceed the established rates of licensed haulers.

All provisions in Specification 109.05 of the Specifications apply to Force Account Work performed by an approved Subcontractor. The Prime Contractor shall coordinate the Work of the Subcontractor. Use these guidelines for paying Subcontract Force Account Work:

- The Prime Contractor is allowed a mark-up of five (5) percent of the Subcontract Work, not to exceed \$5,000, to cover administrative costs. Additional mark-ups for second-tier Subcontract Work will not be paid.
- The Department will pay an agreed upon cost if the Prime Contractor or Subcontractor is unable to perform a specialized type of Work and must hire a Subcontractor.

A mark-up of five (5) percent of the Subcontractor's total invoice, not to exceed \$5,000, will be allowed to either the Subcontractor or Contractor, but not both.

No payment shall be made for Work performed on an Extra Work Force Account until the Contractor has furnished the Construction Manager with statements from the daily Work records of the Work. The statements shall be itemized and filled out in duplicate specifying the name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor. The designation, date, daily hours, total hours, rental rate, and extension for each unit of machinery or equipment used. The quantities of materials, prices, and extensions and material transportation. The cost of property damage, liability, and Worker's compensation insurance premiums, unemployment insurance contribution, and Social Security tax.

The Contractor shall attach invoices supporting all materials and transportation charges to the statements. If materials were not purchased for the Work and were taken from the Contractor's supply, the Contractor shall furnish an affidavit that certifies the source of the materials in lieu of an invoice and states that the quantity claimed was actually used and that the price and transportation claimed were the actual cost to the Contractor.

UTILITY RELOCATION ON CONSTRUCTION

For guidance on how to manage reimbursable utility relocation on construction (Utility Force Account), please refer to the 2016 Utility Accommodation Policy and Standards Manual.

CHAPTER FOURTEEN – CONTRACT AUTHORIZATION TRACKING SYSTEM (CATS)

CATS SA Negotiation is to be used for Allotment Requests, Extension Agreements, Supplemental Agreements, and Time Extension for All Projects in SiteManager/AWP. The CATS SA Negotiation process is not to be used to add Specification Items or for Force Account work. The process below is the same for the four types of modifications exception being the Allotment Request. Allotment Request will not go to the Contractor during either the CATS SA Negotiation process nor the CATS SA process.

Once items of extra work or extra time have been identified, the Construction Manager (CM) should do the Change Order (CO) Header in SiteManager (SM) AASHTOWare Project (AWP).

Once the CO Header is done, the CM should run a CO Report to review the CO for content, proper items/time, and adequate explanation.

The CO items should have unit prices of \$1.00 or \$0.00 and should have the pre-determined quantities. The CO should remain in "Draft" status. If the CO is for an Allotment Request, the unit prices will be set, but the CM should verify the correct additional quantities.

Note: The CATS SA Negotiation application should be accessed through GOOGLE Chrome.

Once the CM is satisfied the CO is correct, the CM should start the CATS SA Negotiation for the applicable CO. The CM will need to have the name and email address of the Contractor representative that will be doing the negotiations (if the Project is identified as PoDI, the name and email address of the applicable FHWA Engineer will also be needed). When starting the CATS SA Negotiation, the CM is encouraged to use the attachment function to add supporting documentation. If the CATS SA Negotiation is for an Allotment Request, the Contractor's information is not required as the Negotiation will go from the CM to the Area Manager, skipping the Contractor.

When the CM submits the CATS SA Negotiation, the Contractor Representative will receive an email from CATS Administrator with a link to the CATS SA Negotiation. Only the person receiving the email can access the specific CO in CATS SA Negotiation. The Contractor Representative will click on the Contract Number link to open the specific CATS SA Negotiation and will be able to edit the items/time listed to put in their proposed unit prices/time. When the CATS SA Negotiation goes to the Contractor, the status of the CO in SM/AWP changes from "Draft" to "Pending". Once the CO is "Pending", changes cannot be made to the CO in SM/AWP.

Note: If a CO is done in SM/AWP for extra work and overruns/underruns (items only), and during the CATS SA Negotiation process it was determined that extra time is needed to be added to the CO, the CM will need

to cancel contract for the CO in question in the CATS SA Negotiation application. This will change the CO in SM/AWP from "Pending" status to "Denied". The CM will need to do another CO in SM/AWP with the items and additional time. The same will have to occur if the CO started out as a time adjustment but the determination was made that additional work items were required.

When the CM approves the CATS SA Negotiation from the Contractor, the Area Manager will receive an email notice from CATS Administrator. The Area Manager may either click on the link provide in the email or they can go directly to the CATS SA Negotiation home page where the contract should be shown. The next approvers are the District Construction Manager, and Construction Liaison, respectively (FHWA will be after the Construction Liaison if the Project is specified as a PoDI). When the CATS SA Negotiation is approved by the last approver and if their funds required by the CO the 1625 Fund Request is automatically done on behalf of the CM (specifically the person who started the CTS SA Negotiation).

If at any point one of the approvers denies/rejects the CATS SA Negotiation, the process roles back to the CM to take action. At this time, the CM can make limited modifications in CATS SA Negotiation or they can cancel contract in CATS SA Negotiation. If they cancel contract, the CO status in SM will change from "Pending" to "Denied". The CM should never start another CO in SM to replace one that is pending in CATS SA Negotiation. If the one in CATS SA Negotiation is incorrect, it should be canceled in CATS SA Negotiation by the CM prior to starting a replacement CO in SM.

In addition, when the CATS SA Negotiation is approved by the final approver, all of the users in the approval chain will receive an email notification from CATS Administrator regarding the approval. The CM should forward the notice to the District Contracts Manager (DCM) stating the CATS SA Negotiation is approved and that the District should proceed with the CATS SA once funds (if required) are approved and allotted.

If additional funds are required for the modification, the District, upon receipt of notice from CM, should periodically check the 1625 and run a Project Financial Report in 411 to verify funding approval and allotment as well as status of In-House charges. If there are no additional funds required, the DCM should be able to start the CATS SA (To prevent wasted work, a quick check of In-House funds should be made prior to starting the CATS SA).

Note: the CATS SA Negotiation and the CATS SA are two separate processes. The CATS SA Negotiation process is to be initiated and managed by the CM. The CATS SA is to be initiated and managed by the DCM. The CATS SA Negotiation process is for the establishment of modification scope of work, modification work item quantities and unit prices, modification time (if any), and business process approvals. The CATS SA process takes the CO that was approved in CATS SA Negotiation and creates an electronic DOT 358 and SM CO for routing and electronic signatures by the Contractor's Principal, the Department's Treasurer, and the Department's Commissioner (including review and approval by the Offices of Construction, Legal Services, Budget, and General Accounting).

When doing a CATS SA for a Time Extension ONLY, the DCM should attach support documentation including a detailed

explanation of what was requested by the contractor (including a copy of the contractor's request), an analysis by the Area/District, and subsequent recommendation.

Note: attachment of support documentation for all modifications done in CATS SA is recommended to assist the reviewers and expedite approval and execution.

When the CATS SA is complete, all of the users in the approval chain will receive an email notice from CATS Administrator regarding the completion of the process. The DCM should notify the Office of Construction of the completion. When the Office of Construction receives such notice, the CATS SA will be reviewed for completeness and the corresponding CO in SM will be approved changing its status from "Pending" to "Approved". Once this occurs, the CM can make measurement and payment for the items on the modification.

When doing a CATS SA for a Time Extension Only or Allotment Request, the DCM should check the "Is Chief Engineer's Review Required?" box.

Construction Office Group Approvers for Supplemental Agreements, Extension Agreements, and Allotment Requests:

- Contract Modification Specialist
 - ❖ Shawynne Oliver-Simmons
- Assistant State Construction Administrator
 - ❖ Lencia Rogers
- State Construction Engineer
 - ❖ John Hancock
- Then to the Director to Construction
 - ❖ Marc Mastronardi

Construction Office Group Approvers for Time Extensions ONLY:

- Contract Modification Specialist
 - ❖ Shawynne Oliver-Simmons
- Assistant State Construction Engineer
 - ❖ Jeremy Daniel
- Assistant State Construction Administrator
 - ❖ Lencia Rogers
- State Construction Engineer
 - ❖ John Hancock
- Then to the Director to Construction
 - ❖ Marc Mastronardi

CATS SA Negotiation Tips

- **Do Not** use CATS SA Negotiation for adding Specification Items in SM.
- **Do Not** use CATS SA Negotiation for Erosion Control Traffic Control (ECTC) Force Accounts.
- **Do Not** combine a Time Extension with an Allotment Request in CATS SA Negotiation.
- CATS SA Negotiation eliminates the need for the Form DOT 357.

Starting a Change Order

Prior to starting the Change Order Header in SM, verify the correct Area Manager and Construction Manager are shown on the Contract window, Primary Personnel tab in SM. If the Assistant Area Manager – Construction will be approving the CATS SA Negotiation on behalf of the Area Manager, the Assistant Area Manager needs to be the one shown in the Area Engineer field.

Prior to starting the Change Order Header in SM, have the Contractor representative's (the one who will be negotiating with the Construction Manager) name and email address available. If the Project has been designated a Project of Division Interest (PoDI) by the FHWA, have the FHWA Engineer's name and email address available. If not known, please contact the applicable Construction Liaison in the Office of Construction.

- The Change Order for the Modification (SA, TE, EA, and AR) must be done in SM before starting the SA CATS Negotiation Process.
- The Change Order Header MUST be in "DRAFT" status prior to starting CATS SA Negotiation.
- The "Override Approval Rules" box on the Change Order Header in SM must be checked.
- For items being added, enter a unit price of \$0.00 or \$1.00 and enter the specified or required quantity for the modification.

The Construction Manager shall complete all Description and Explanation fields in the SM Change Order Header (Header, Items, Time Adjustments, and Explanations) tabs in SM.

Information regarding the scope of the changes and the reasons thereof should be entered into the Explanations tab in the SM Change Order Header and should be thorough yet concise.

When doing a modification to extend contract time ONLY with no items added, the Change Order Type in the CO Header should be "Time Extension".

Much of the information in the Change Order Header in SM will upload into other applications as the approval process moves forward (e.g. DOT 1625 Fund Request and the CATS for the actual Contract Modification/DOT 358).

Begin the CATS SA Negotiation when the Modification's scope of work (items and/or time) is known.

Once the Header is done in SM and the Construction Manager has started the CATS SA Negotiation process, the Change Order status in SM is changed to Pending. Therefore, no changes can be made to the Change Order Header in SM. Any changes needed during the CATS SA Negotiation process shall be made in the CATS SA Negotiation application.

When the CM receives the CATS SA Negotiation response from the Contractor, the CM should review all of the items thoroughly.

Modification during CATS SA Negotiation

If once the CATS SA Negotiation process has started (submitted to the contractor) an error is discovered in a Change Order Header in SM or in the CATS SA Negotiation, DO NOT start another Change Order in SM to correct or override the incorrect Change Order. Items can be added and removed and attachments added during the Negotiation between the Construction Manager and Contractor.

Reduction in Unused Bid Items

If existing un-used (portion or fully) bid items are added to help fund the Modification, the Construction Manager should make note in the Description and Explanation fields that the items are existing and non-negotiable and should monitor the items during the CATS Negotiation to ensure they are not changed.

Supporting Documentation

The Construction Manager should utilize the attachment function to add support documentation (e.g. inter-office memo, correspondence, plan sheets (8 ½ x 11), etc.) to the CATS SA Negotiation for the applicable Modification.

CATS Negotiation Approvers

The Approval Path for CATS SA Negotiation is Construction Manager to Area Manager to District Construction Manager to Construction Liaison to FHWA (If PoDI).

When the last approver approves the CATS SA Negotiation, the Construction Manager will go an email notification. The Construction Manager should notify the District Construction Office that the CATS SA Negotiation is complete and the CATS Process for the electronic SA (DOT 358) should begin.

Note: It is the responsibility of the Construction Manager that the CATS SA process keeps moving. This requires the CM to monitor the progress of the CATS Negotiation.

Rejection of CATS SA Negotiation

If the CATS SA Negotiation is rejected at any time in the approval path from the Area Manager and beyond, the CATS SA Negotiation will return to the Construction Manager where revisions/changes can be made. The Project Engineer will have the option to then re-submit or cancel the CATS SA Negotiation.

Modification Not Required

If during the CATS SA Negotiation process the Construction Manager determines the modification is no longer required, the Construction Manager may cancel the CATS SA Negotiation. When this is done, the status of the Change Order Header in SM is changed from Pending to Denied.

SiteManager – Change Order Header, Explanations Tab

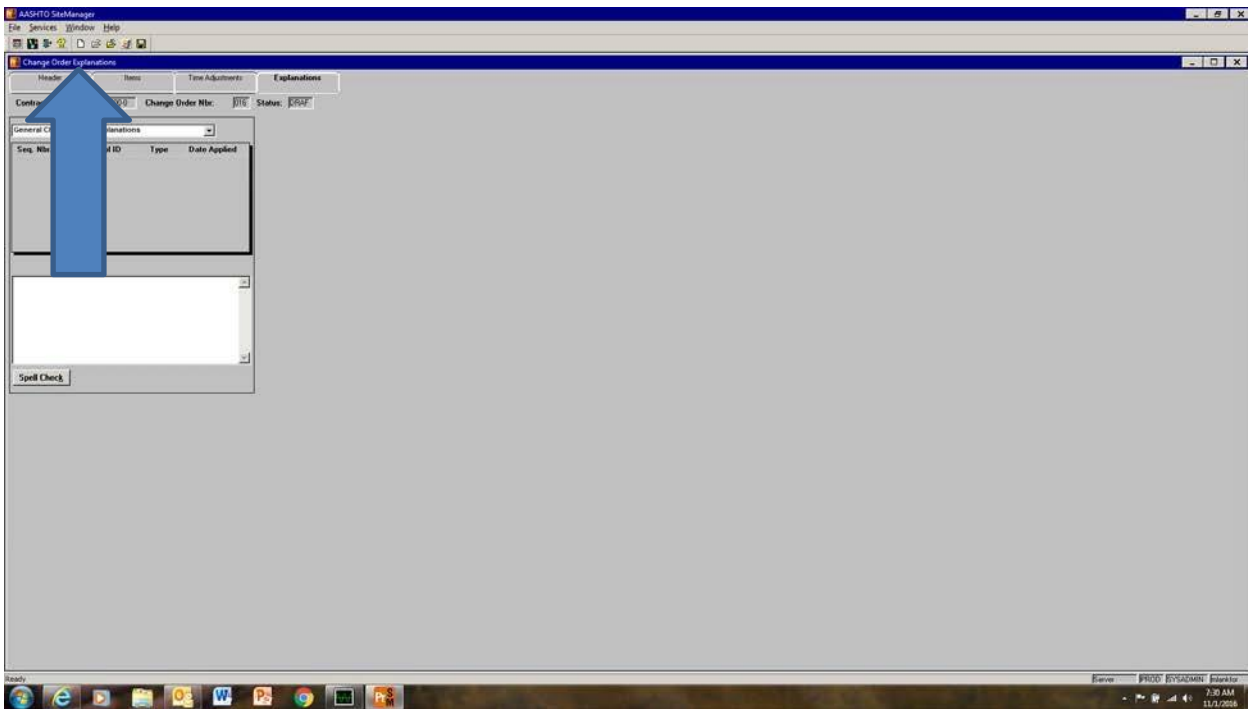
Construction Manager shall make sure there is a thorough yet concise explanation for the modification. This will show up on the Change Order Report. The Change Order Report becomes part of the legal document that is the Contract Amendment including the DOT 358 (Supplemental Agreement, Extension Agreement, Time Extension, and Allotment Request).

The screenshot displays the 'Change Order Explanations' window in SiteManager. The window title is 'Change Order Explanations'. At the top, there are tabs for 'Header', 'Items', 'Time Adjustments', and 'Explanations'. Below the tabs, the 'Header' information is shown: 'Contract ID: 014000110000', 'Change Order Nbr: 010', and 'Status: DENY'. A dropdown menu is set to 'General Change Order Explanations'. Below this is a table with the following columns: 'Seq. Nbr.', 'SM CO Expl ID', 'Type', and 'Date Applied'. The table is currently empty. A large blue arrow points to the table area. At the bottom left of the table area, there is a 'Spell Check' button. The Windows taskbar is visible at the bottom of the screen, showing the time as 7:30 AM on 11/1/2016.

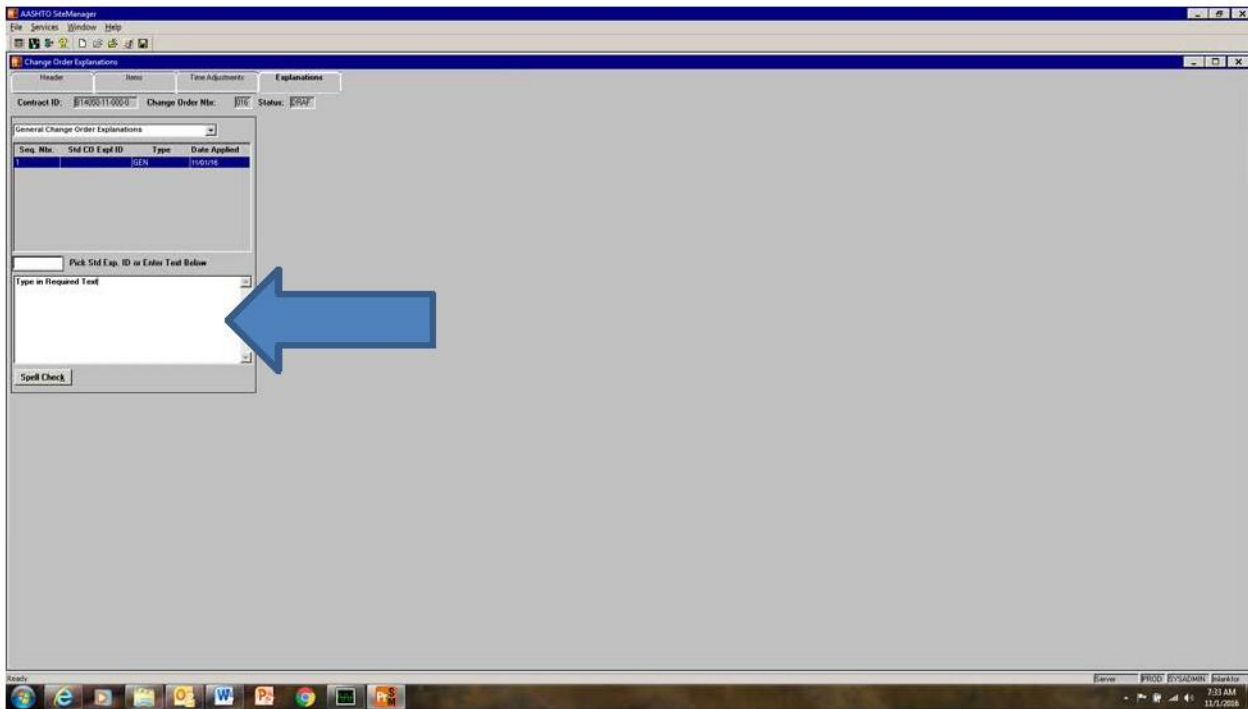
These fields are limited to the number of characters. If the modification requires a lot of explanation, the Construction Manager should consider multiple explanation fields.

Additional fields for explanations should be added to give clarity or to give additional structure and/or specify certain requirements in the explanation

- Click the New Icon



- Type in Required Text



AASHTOWare change order screen

Contracts Change Orders Contract Administration Contract Documentation Contract Progress Items Payment Estimate Projects Subcontracts

Contract Change Order Summary

Contract: B1CBA2202030-0 - ELACHEE DR (CS 991) - CNST OF A BRIDGE

Change Order 0004 - RELOCATION OF SERVICE FEED LINE TO OVERHEAD ITS BOARD LOCATED ON I-965 SOUTHBOUND NEAR MILE POST 18.25 Amount: 49,454.62 Status: Pending Approval

General Change Order Date: 04/27/2023 Explanations: 2

Increase/Decrease Items Description: 1 RELOCATION OF SERVICE FEED LINE TO OVERHEAD ITS BOARD LOCATED ON I-965 SOUTHBOUND NEAR MILE POST 18.25 Change Order Revision Number

New Items Change Order Type: 2 SA - Supplemental Agreement Approval Date

Time Adjustments Author: gdot/C0004902 - Wood Anthony Entered By: gdot/C0004902 - gdot/C0004902

Contract Claims Reason: 3 1 - Utility Relocation Entered Date: 03/06/2023 10:30:17 AM

Review Tracking Unilateral: 4 Current Approval Round: 1

Approval Tracking Force Accounts: Total of Previously Approved Change Orders: 39,961.21

Force Accounts Plan Discrepancies

Change Order Item Explanations

▼ Functions

Change Order Explanations

Order	Reference	Explanation Name	Explanation Description	Supp Explanation
5	1	Other	Other	THIS SUPPLEMENTAL AGREEMENT REQUEST IS DUE TO THE CONTRACTOR DISCOVERING A
	2	Time Extension	Time Extension	
		Begin typing to search or press Enter		

1. A short, detailed description of the CO for future reference (see next page)

2. Why is this CO being created? Is more money needed? (allotment request) Is more time needed? (time extension)

3. What is the reason for this CO type? Was there a error in the bid plans, utility relocation not called out in the plans, or price adjustment/ price reduction to a pay item? Refer to construction manual for guidance on CO types and reasons.

4. The unilateral box should be checked if the CO does not require Contractor approval (e.g. asphalt price reduction)

5. CO explanations and order sequence. This is required so explanation will show up in CATS.

CATS SA Tips for District Contracts Supervisor

- **Do Not** use CATS SA for adding Specification Items in SM.
- **Do Not** use CATS SA for Erosion Control Traffic Control (ECTC) Force Accounts.
- **Do Not** use CATS SA for Force Accounts.
- **Dot Not** use or reference Department/District Estimates in CATS SA until approved by the Contractor.
 - ❖ The approving Contractor representative can see everything in CATS SA until their approval.
 - ❖ District Estimate will be attached to change order after approved by the Contractor.

CATS SA is an electronic DOT 358 and SM Change Order header and eliminates the need for the paper DOT 358 and paper SM Change Order Report.

The District Contract Supervisor (DCS) will start the CATS SA when notified by the Construction Manager (or any one of

the approvers in the CATS SA Negotiation chain – CM, AM, DCM, or Liaison) the CATS SA Negotiation has been approved and the DCM can begin the CATS SA.

If there are funds required for a modification, a 1625 is done automatically when the CATS SA Negotiation has been approved.

Note, this auto generate does not verify nor request funds for In-House (CE).

Much of the information in the Change Order Header in SM will upload into other applications as the approval process moves forward (e.g. DOT 1625 Fund Request and the CATS for the actual Contract Modification/DOT 358).

District Contracts Manager should utilize the attachment function to add support documentation inter-office memo, correspondence, plan sheets (8 ½ x 11), etc.) to the CATS SA Negotiation/CATS SA for the applicable Modification. This is especially important for Time Extensions.

Note: Once the Header is done in SM/AWP and the Construction Manager has started the CATS SA Negotiation process, the Change Order status in SM/AWP is changed to Pending. Therefore, no changes can be made to the Change Order Header in SM/AWP. Limited changes (specifically items) can be made only in, and during, the CATS SA Negotiation process.

When the last approver has approved the CATS SA Negotiation (Liaison or FHWA), the Change Order items and/or time adjustments in SiteManager/AWP are updated to reflect the approved CATS SA Negotiation. However, that status of the Change Order in SiteManager/AWP will stay pending until the CATS Electronic SA is executed by Executive Management and the last approver shown in the CATS SA Negotiation Header Page approves the Change Order in SiteManager/AWP.

Prior to starting the CATS SA, the District Contracts Manager should:

- Run a Project Final Report (PFR) to check for overruns in Contract and In-House Allotments, Review PFR to see if funds, if required, have been approved and allotted to the Project for the modification.
- Determine the current percent over the original contract amount for the modification. If over 20%, the Surety will need to be added as an approver on the electronic DOT 358.
- Review the pertinent Change Order Header/Change Order Report for the modification to ensure they coincide with the changes agreed on and approved in the CATS SA Negotiation. If the two do not match up, please notify the Assistant State Construction Engineer via email. Ensure the correct Change Order number is selected in CATS SA.
- Please have the name and email address of the person with the Contractor that will be applying their electronic signature and seal to the electronic DOT 358 (including Surety if required).
- The e-verify number for the Contractor (located in the contract) will be required for ALL CATS SA's (this is also available from the Office of Construction Bidding Administration).
- The Chief Engineer Review will be required for Time Extensions and Allotment Request.

- Provide adequate explanations and attachments as needed.

When email notice is received from the CATS Administrator that Contractor has reviewed and applied their electronic signature and seal and approved, go into CATS home page to review the Electronic DOT 358 and SM Change Order Report to ensure the contractor's signature and seal are properly applied. If applicable, the electronic signature and seal from the Surety is properly applied as well.

Some Contractors do not have an electronic seal. If this is the case with one of your District's contractors, have the contractor apply their seal to a sheet of paper, scan the paper, and email to the DCM as a PDF document. The DCM will attach this PDF of the contractor's seal to the CATS SA Header Page.

If the seal is an impression type, have the contract apply their seal to a piece of paper, lightly mark over the seal with a pencil to reveal details, scan the paper, and email to the DCM as a PDF.

CHAPTER FIFTEEN -- PAYROLLS

Federal-Aid Provisions in the Contract

The Department requires collection, inspection, and verification of Contractors' payrolls on most Federal-Aid Contracts as described in the Special Provision "Required Contract Provisions for Federal-Aid Construction Contracts." Project personnel will use this provision to monitor wage rates established for labor classifications (Optional Use form WH-347). The wage rates included in the Contract are the predetermined minimum wage rate for the listed labor classification. The Construction Manager should be familiar with the Contract and note any Executive Order that may establish minimum wage rates.

When the Contract contains provisions requiring Contractor payrolls, the Prime Contractor furnishes the Construction Manager with two copies of weekly payrolls of wages for hourly employees working on the Project during the preceding weekly payroll period. The preferred method of accepting payrolls is through electronic submission.

NOTE: The Prime Contractor must also provide two copies of certified payrolls for any employees of approved Subcontractors that Work on the Project.

The Prime Contractor and all Subcontractors must submit certified copies of payrolls to the Construction Manager within three weeks of the end of the reported weekly pay period. If payrolls are delinquent, the Construction Manager will notify the Contractor that all payments may be withheld until all payrolls are current within the three- week period. However, withholding of payments should not occur if the Contractor is making a good faith effort in compliance and is cooperative with the Project and area staff. Should payment be withheld, the Construction Manager may allow two payment cycles (estimates) to occur prior to withholding of Contractor monies.

The verification of payrolls by Project personnel is to ensure that all hourly employees are paid correctly. Submittals of payrolls by Subcontractors that employ professionals, such as design firms or Registered Land Surveyors (and survey crew supervisors), are not required. It is also not necessary for the Prime Contractor to submit "No Work" payrolls.

The Construction Manager should be familiar with the requirements of the FHWA 1273 in the Contract.

Project Payroll Review

After receiving the payrolls, the Construction Manager retains one copy with the Project records and forwards one copy to the District EEO Officer. At the beginning of Work and continuing until the Work is completed, the Contractor and/or Subcontractor payrolls must be checked for compliance and documented on the associated form provided by the Office of Construction. Payrolls submitted must contain complete information for each employee:

- Name and last four numbers of the Social Security number

- Correct job classification
- Hourly wage rate

Note: if the Contractor does not indicate they pay all bona-fide Fringe Benefits through a plan, then the prevailing wage the employee must be paid is the standard wage and the Fringe Benefit added together as indicated in the wage determination identified in the contract.

- Daily and weekly number of hours Worked
- Deductions made

Each employee must be correctly classified in accordance with the Work performed. Certified Payrolls are required for all laborers and mechanics - those workers performing work that is physical and/or manual in nature (including those who use tools or who are performing the work of a trade) and employed by a contractor or subcontractor on the "site of the work" as distinguished from mental or managerial work. Laborers and mechanics also include apprentices, trainees, non-licensed survey crew members, and helpers.

Certified Payrolls are not required for workers whose duties are primarily administrative, executive, or clerical in nature. In instances where supervisory employees and other employees whose work is not physical or manual in nature (such as foreman and other non-laborers and non-mechanic workers) devote over 20% of their time in a work week to physical and/or manual labors, they are covered under the Davis-Bacon and related Acts (DBRA) for the time spent performing the work of a laborer or mechanic. Persons employed in a bona fide executive, administrative, and professional capacity, licensed land surveyor and survey supervisor, are exempt from the payroll requirements.

Payrolls are not required for Truck Drivers who are delivering materials to the job site from a remote commercial source. Payrolls are required for Truck Drivers who perform Work on the job site. This would include such activities as trucking excavated material from one point on the Project to another point on the Project. Payrolls are required for "Owner Operator" who performs Work on the Project site; however, no rate of pay or hours need be shown. Instead, the notation, Owner Operator needs to be shown. Drivers employed by an "Owner Operator" must be reported on payrolls when working on the job site with all the normal information regarding hours Worked and rate of pay.

Each employee must be paid at an hourly rate not less than the wage rate established for the Work classification. Pay rates for Work classifications not included in the Contract must be addressed as outlined later in this section. Overtime wages are paid at a rate that is not less than one and one-half times the basic hourly rate. Overtime pay is calculated for hours Worked in excess of forty hours during any Work week. To ensure payroll calculations are correct, the Construction Manager shall make detailed checks on the mathematics of any payrolls.

Each apprentice and trainee must be registered under an approved program and a wage rate is established for each

classification involved. If the trainee is registered under the Georgia on-the-job training program, he or she is paid according to the 60%/75%/90% progressive wage rate. If the Contract contains a skilled Worker wage rate for that classification, then the wage rate for the trainee is established and there is no requirement to submit an Additional Classification and Wage Rate Request.

Each payroll submitted must be accompanied by a "Statement of Compliance" indicating that the payrolls are correct and complete, and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the Work performed. The Contractor, subcontractor or the authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages must sign the weekly statement. Statements of Compliance are to be made on the form WH-347 "Payroll (For Contractors Optional Use)"(<http://www.dol.gov/whd/forms/wh347instr.htm>) or on any form with identical wording.

The Construction Manager shall complete the Certified Payroll Review Form for ALL payrolls reviewed. The Form shall be complete with any observed issues documented in as much detail as possible and shall be signed and dated by the Construction Manager. The Construction Manager should compare the wage rates listed on the payrolls to the applicable wage rates listed in the Contract based on the job title of the Contractors/Subcontractors employee. The Construction Manager should place comments or check marks by each employee on the Contractor's/Subcontractor's payrolls as they are reviewed, and wages compared. Once a set of payrolls has been reviewed, the Construction Manager will print their name and current date in the top right-hand corner of the payroll and initial.

Spot Checks

When the Construction Manager has determined that the Contractor and/or Subcontractors are submitting satisfactory payrolls, the Construction Manager may discontinue detailed checking and a spot check of payrolls may be used. The Certified Payroll Review Form should be completed for spot checks.

Errors

Bring errors in the payrolls to the attention of the Prime Contractor for correction. The Construction Manager notifies the Prime Contractor of the deficiencies in writing. Send copies of this letter and copies of the payroll in question to the Office of Equal Employment Opportunity (General Office), District EEO Office, District Construction Office, and State Construction Office.

Incomplete or Inaccurate Records

If the Prime Contractor or Subcontractor continues to submit incomplete or inaccurate records, the Department may withhold progress payments. Seven days prior to withholding, the Area Manager shall notify the Prime Contractor of the

deficiencies in writing. Copies must be provided to the Office of EEO (General Office), District EEO Office, District Construction Office, and State Construction Office.

Labor Interviews

The Construction Manager shall conduct labor interviews on the Contractor's and Subcontractor's employees, including trainees. The Construction Manager shall not interview the same employee more than once in 6 months. For the Prime Contractors, the Construction Manager shall perform a minimum of 1 labor interview per quarter. For the Subcontractor, the Construction Manager shall perform a minimum of one labor interview per month. In the event there is only one Subcontractor, the Subcontractor shall not be interviewed in excess of 3 consecutive months. After which the frequency may be reduced to quarterly. Where multiple Subcontractors exist, the interviews shall alternate amongst them as determined by the Construction Manager after giving consideration to the nature and duration of the Work each performs. In addition to enforcement guidance found elsewhere in this manual, if evidence that non-compliance exists regarding the Davis Bacon Act requirement of the Contract the frequency shall increase to monthly until three consecutive months of sustained compliance exists.

These interviews should be documented on the Department's Labor Interview Form and made part of the Project records. Labor interviews are required during the period between Notice to Proceed and the Time Charges Stop date (SiteManager/AWP – Substantial Work Complete Date).

Area Manager shall submit the number of labor interviews conducted in the previous semi-annual period to the District EEO Officer 10 calendar days after each semi-annual period (October 1 through March 31 and April 1 through September 30). The Area Manager should organize the information based on Contract ID Number, Project Number, Prime Contractor and Subcontractors.

District Payroll Review

The District Administrator is responsible for ensuring that Project personnel comply with the payroll review requirements. The District Administrator makes the decision to withhold monthly payments due to labor standard violations. The Construction Manager, on behalf of the District Administrator, will notify the Contractor in writing and copy the EEO Office (General Office), the District EEO Office, and the State Construction Office. The District Administrator, in conjunction with the District EEO Office, will coordinate with the EEO Office (General Office) to respond, and if necessary, take corrective action against the Contractor. The Final Acceptance and Final Payment of a Contract are withheld until the District Administrator notifies the Prime Contractor the all Labor Compliance violations are resolved.

Wage Rate Classifications

For Work Classifications not included in the Contract, the Contractor shall submit a Wage Rate Request Form, SF 1444, through the Area Manager for any employee, including subcontractors, that are listed on the payroll but do not have an established Work classification in the Contract. The Area Manager shall forward this request in writing to the EEO Compliance Officer for a new classification. The EEO Compliance Officer will submit the schedule of appropriate wage rates with the Wage Rate Request Form to the Department of Labor for review and approval. The Department of Labor's ruling will be forwarded to the Area Manager for use on the Project. Approved Wage Rate Decisions are Contract specific and cannot be used on any other Contract.

Contractor Use of Temporary Labor

If a contractor elects to use a temporary staffing agency to provide staff supplement, they may do this without a subcontractor agreement. The use of the temporary labor must be used as staff supplement and integrated with the contractor crews. They cannot be used to perform a portion of the Work independently. The staffing agency shall submit a certified payroll through the contractor with all required information. The staffing agency shall be listed as their name, doing business with "the contractor's name".

CHAPTER SIXTEEN – SUBCONTRACTORS

General

In accordance with Section 108 of the Specifications included in the Contract, a Subcontractor shall not begin Work on a Project without the Department's written approval of the Subcontract. Section 108 also limits the amount of Work that the Prime Contractor may subcontract.

The Prime Contractor may sublet an item designated in the Special Provisions as a "Specialty Item" and deduct the cost of the Specialty Item, at Contract unit cost, from the total Contract bid amount before computing the amount of Work the Prime Contractor must perform.

Materials that the Prime Contractor has purchased for the Subcontractor's use must not be considered in the Prime Contractor's computed percentage of Work.

The requirements for subcontract approval also extend to such items of Work as surveying, materials testing, blasting, welding or sawing joints, which may be incidental elements of Work included in other pay items (Surveying and materials testing performed through a subcontract may not be subject to prevailing wage requirements and certified payroll reports)

Note: In no case is it allowable for the Prime Contractor to "carry employees" of a subcontractor on the Prime Contractor's payroll to avoid the subcontract approval process.

All Federal-Aid Provisions shall be specified in the Subcontract when a Subcontractor is working on a Federal-Aid job. The Construction Manager shall ensure the Subcontractor adheres to these provisions.

Hauling materials to the Project does not normally require a Subcontract or submitting a copy of the Subcontract Agreement unless:

- The hauler is listed in the executed Contract or added to the Contract as an approved DBE, or
- The Subcontractor is hauling material on the Project (excavated material, borrow, etc.), or
- The Subcontractor is performing other Work on the Project in conjunction with the hauling, such as spreading:
 - ❖ GAB or
 - ❖ Excavating borrow material.

Subcontracts as specified in this Chapter are required for Local Let Projects where the Sponsor's low bidder requests to sub-let a portion of the Work. Such Subcontractors shall be registered with the Department.

Each Subcontractor shall be pre-qualified or registered with the Department prior to performing Work on a subcontract. Utility Contractors performing utility relocation Work included as pay items in the Contract are not required to be pre-qualified or registered. However, a Subcontract (Subcontractor Request Package) is still required to document the Work

performed.

The Construction Manager shall review all Subcontracts to become familiar with the scope of the Work to be performed by each subcontractor. The Construction Manager shall monitor the Work performed by subcontractors to ensure that only Work approved in the subcontract is performed.

If additional Work is needed that was not originally listed on the Subcontractor Approval, an additional Subcontract Approval Request must be submitted prior to Work commencing on the additional Work.

Subcontract approval

The Prime Contractor submits to the Construction Manager a completed DOT 485 Request for Approval of Subcontract (or DOT 485A – Request for Approval of 2nd Tier Subcontract), DOT 484, DOT 483-S, List of Work Items Page, and the Georgia Security and Immigration Compliance Act Form. The Prime Contractor shall include the following documents in the Subcontract Request (including 2nd Tier Requests):

- FHWA 1273 (with applicable wage decision(s) attached)
- Appendix A Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts
- Standard Federal Equal Employment Opportunity Construction, Contract Specifications, Executive Order 11246
- Prompt Payment Special Provision
- Standard Specification 109.07H.

All of the above documentation shall be included in each of the Prime Contractor's subcontracts (including second tier subcontracts) and each subcontract in its entirety furnished to the Construction Manager as part of the subcontract request and upon review, if determined acceptable by the Construction Manager, forwarded to the District Construction Office for review and approval.

Note: Subcontractor requests for Disadvantaged Business Enterprise (DBE) companies cannot be approved until the District verifies that the Subcontractor has prior approval as a DBE Firm in order for the Work to count toward Contract DBE Goals

The Subcontract Approval Request should be reviewed to ensure that Contract unit price for the items being subcontracted is used in the extension of the subcontracted amount. This is necessary to ensure compliance with the subcontracting limits as defined in Section 108 of the Specifications. When a subcontractor performs only a portion of an item, such as excavating but not placing and compacting embankment, the unit price agreed upon by the subcontractor and the Prime Contractor for that portion of the item may be used to calculate the percentage of Contract for this subcontracted Work.

Note: Subcontract Approval is required for all Disadvantaged Business Enterprise (DBE) Firms, including Suppliers.

When the Subcontractor Request is determined acceptable, the Construction Manager forwards the Subcontractor Request to the District Contracts Manager. After the District Administrator (via DCM) approves the Subcontractor Request, the original shall be filed in the Project records. For DBE Subcontractors, the District Contracts Manager (DCM) shall send an electronic notification to the District Equal Employment Officer within ten (10) business days of the executed subcontract advising these documents are on file and available for inspection by GDOT and FHWA personnel.

Note: Provisions for retainage by the Prime Contractor (or by Local Governments with their contracts with their low bidder and with their low bidder's subsequent subcontracts) are not allowed in Subcontracts and Second Tier Subcontracts.

[DBE Subcontract](#)

DBE Contractors must meet the same subcontracting requirements as any other Subcontractor. The Construction Manager checks the Subcontract against the list of DBEs that the Department has approved for that Contract. DBE's identified in the Contract are considered Race Conscious.

Additional DBE's added to the Contract are considered Race Neutral DBE's. All DBE's, Race Conscious and Race Neutral, must be approved by the District Construction Office prior to performing work on the Project. If a Prime Contractor wishes to claim Race Neutral credit for a DBE Subcontractor not identified in the Contract, the Subcontract.

Approval Form must identify the Firm as a DBE. All approved DBE's are subject to Commercially Useful Function (CUF) by the Construction Manager.

[Prompt Payment](#)

The following prompt payment complaints process procedures are to be followed when allegations are made of Nonpayment.

[Request for Copy Payment Bond Only](#)

Any request for a copy of a Payment Bond should be sent to Construction Claims. Construction Claims will be responsible for providing a copy of the Payment Bond to the requesting party. The requesting party will be instructed to follow the surety's claims procedures.

Where there have been numerous requests for a copy of the Payment Bond from various Subcontractors, Vendors and/or Suppliers on a project, Construction Claims will alert the State Construction Office and the Office of Legal Services.

[Lien Letter](#)

If a letter or other documents are received notifying the Department that a lien has been placed upon Department property or a project as the result of the failure of the Prime Contractor to make payment to a Subcontractor, Vendor and/or Supplier,

such documents will be immediately sent to the Office of Legal Services.

The Office of Legal Services will thereafter request that the Georgia Law Department send out the form letter informing the parties involved that liens cannot be legally placed upon Department property.

Nonpayment or Delayed/Late Payment Allegations from a Subcontractor

Please follow this policy where a Subcontractor contacts the Department with a concern regarding: non-payment or delayed/late payment. Nonpayment does not include issues involving retainage. A delayed/late payment occurs where the Prime Contractor has not paid its Subcontractor within ten (10) calendar days from receipt of payment made to the Prime Contractor by the Department, in accordance with the Prompt Payment Special Provision.

1. Forward all allegations made to the Department by a Subcontractor regarding non-payment or delayed/late payment should be forwarded to the appropriate Area Manager, with a copy to the Office of Legal Services and Construction Claims. The EEO Office should also receive a copy if a DBE Subcontractor has made the nonpayment or delayed/late payment allegation.
2. Get written details from subcontractor. If the initial contact by the Subcontractor did not provide enough information to evaluate their allegation, the Area Manager should request a letter in writing from the Subcontractor to the Department which details the relevant and pertinent facts as understood by the Subcontractor, including the project number, name of the project manager, and details of the work involved. This letter should include any documents or correspondence which the Subcontractor believes are pertinent.

If the Subcontractor refuses to supply a written explanation of its allegations of nonpayment or delayed/late payment, the Area Manager should notify the District Construction Manager and the State Construction Office. This ends the investigation of the matter for the Area Manager.

3. Send copy of payment bond to the subcontractor. Ask the construction
4. Ask Construction Claims for a copy of the Payment Bond and then send a copy of the Payment Bond to the Subcontractor. This should be done regardless of whether the subcontractor asked for a copy of the Payment Bond.
5. Simultaneously:
 - a. Verify that payment has been made to the Prime Contractor.
Obtain and review the pertinent construction report in order to verify that the work alleged to have been completed by the Subcontractor has been approved for payment by the Department and that ample time has passed for the Prime Contractor to be paid. Allow ten (10) days for processing by accounting for the Prime Contractor to receive a payment from the Department.

If payment has not been approved by the Department, or not enough time has passed to allow payment to be made to the Prime Contractor and then payment to the Subcontractor, inform the Subcontractor of such in writing with a copy to the State Construction Office. This ends the investigation of the matter.

- b. Determine whether a request for approval to withhold funds has been made and approved.

Review the project correspondence to determine if a request for approval to withhold payment to the Subcontractor has been received from the Prime Contractor and the Department's response to such request.

If the Department approved the Prime Contractor's request to withhold payment to the Subcontractor, advise the subcontractor of this in writing with a copy to the State Construction Office. This ends the investigation of the matter.

6. SEVEN DAY LETTER TO PRIME CONTRACTOR. The Area Manager, with coordination with the Office of Legal Services and Construction Claims, should send a letter to the Prime Contractor using the form in the chapter supplement.
7. AREA MANAGER RECOMMENDATION. The Area Manager will review the submitted response from the Prime Contractor and make a recommendation to the District Construction Office and the State Construction Office for further action. This further action may include:
 - a. Approving a request to withhold monies to the Subcontractor;
 - b. Withholding future monies due to the Prime Contractor on the project;
 - c. Beginning the default process; or
 - d. Closing the matter if proof of payment to the Subcontractor has been satisfactorily made. If no response is submitted, the Area Manager will inform the State Construction Office.
8. NEXT STEPS. The District Construction Office, the State Construction Office, Construction Claims, and/or the Office of Legal Services shall determine the what next steps to take in light of the recommendation made by the Area Manager.

[Nonpayment Allegations from a Vendor/Supplier](#)

1. Request a letter in writing from the Vendor/Supplier to the Department which details the relevant and pertinent facts as understood by the Vendor/Supplier. This letter should include any documents which the Vendor/Supplier believes are pertinent.

If the Vendor/Supplier refuses to supply a written explanation of their allegations of nonpayment, the Area Manager should notify the District Construction Manager and the State Construction Office. This ends the investigation of

the matter for the Area Manager.

2. Obtain and review the pertinent construction report in order to verify that the item alleged to have been completed by the Vendor/Supplier been approved for payment by the Department and that ample time has passed for the Prime Contractor to be paid. Allow ten (10) days for processing by accounting for the Prime Contractor to receive a payment from the Department.

If payment has not been approved by the Department, or not enough time has passed to allow payment to be made to the Prime Contractor, inform the Vendor/Supplier of such in writing. This ends the investigation of the matter.

3. If payment has been made to the Prime Contractor and if enough time has passed that payment to the Vendor/Supplier should have been made, provide the Vendor/Supplier with a written response advising that by copy of your reply, Construction Claims has been notified and will provide the Vendor/Supplier with a copy of the Prime Contractor's Payment and Performance Bond. Copy the State Construction Office and Construction Claims on your reply.
4. Construction Claims will provide a copy of the Payment and Performance Bond to the Vendor/Supplier.

Chapter Sixteen Supplement

[Prompt Payment Letter Template](#)



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

November 2, 2020

Via Certified Mail RRR # XXXX 2150 0004 7243 7039

Mr. Prime Contractor
Prime Asphalt, LLC
521 Prime Contractor Drive
Loganville, GA 30052

Via Certified Mail RRR # XXXX 2150 0004 7243 7046

Surety Insurance Company
445 Surety Street
Snellville, GA 30078

Re: PI 00XXXXX, Walton County
Project Description
Bond Number: XXXXXXXXXX

Dear Mr. Contractor:

The Georgia Department of Transportation ("Department") has received verbal communication and the enclosed documentation concerning Prime Contractor's nonpayment for labor, services, equipment, or materials supplied by Subcontractor for the above referenced Project. Subcontractor is an approved subcontractor for Prime Contractor and is performing work on the above referenced project.

The prompt payment of subcontractors is specifically addressed in the Prompt Payment Special Provision which provides in pertinent part:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractor for satisfactory performance of their Contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the Contractor is found to be in noncompliance with these provisions, it shall constitute a breach of Contract. If correction action is not taken, it may result in termination of the Contract.

In addition, the Georgia Prompt Payment Act is found in O.C.G.A. § 13-11-1 et seq.

Prime Asphalt, LLC
November 2, 2020

Approval to withhold payment to this subcontractor has not been granted by the Department. Therefore, Prime Contractor is hereby directed to provide a detailed written response to these allegations of nonpayment to the Department within seven (7) days of receipt of this letter. This letter shall indicate either: (a) any outstanding payment alleged owed to Subcontractor has been paid as demonstrated with a copy of a cancelled check or other electronic funds transfer confirmation; or (b) detailed reasons to support withholding payment to Subcontractor for the Department's consideration.

Failure to respond as directed within seven (7) days of receipt of this letter will result in the Prime Contractor deemed to be in breach of the Contract and further payments for any work performed may be withheld until corrective action is taken. Termination may also result if corrective action is not taken.

All other rights and remedies of the Department, arising under the Contract or existing by operation of law, are reserved by the Department.

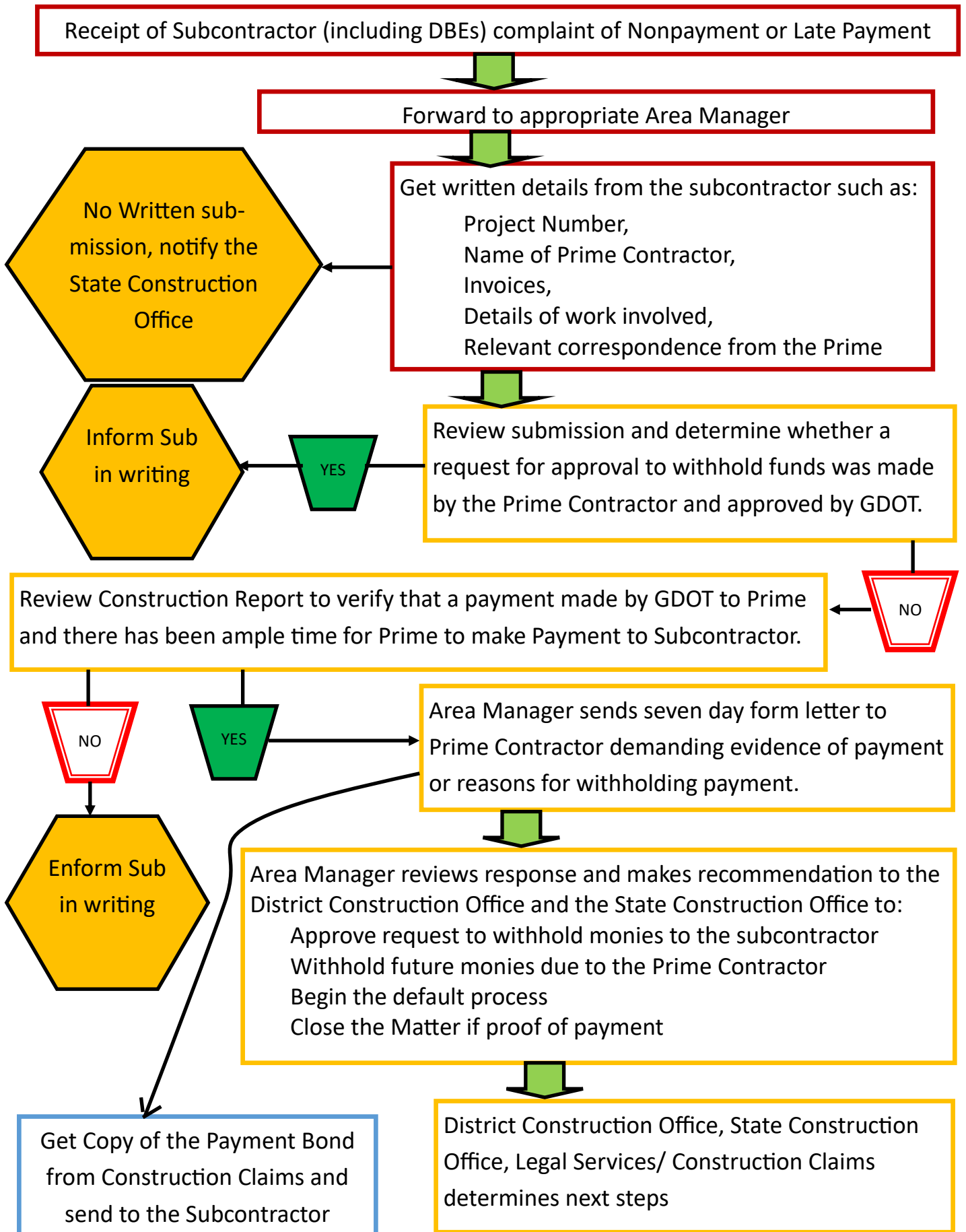
Sincerely,

A. Great Engineer
Area Manager

cc: State Construction Engineer
Construction Claims
District Engineer
District Construction Manager
EEO Office (when appropriate)
Project File

Prompt Payment Flowchart

PROMPT PAYMENT COMPLAINTS PROCESS



CHAPTER SEVENTEEN – DISADVANTAGED BUSINESS ENTERPRISE (DBE) FIRMS

Responsibilities and Requirements

It is the policy of the Georgia Department of Transportation to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities. Federal Regulations place strict requirements on the Department concerning the use of Disadvantaged Business Enterprise (DBE) firms on Federal-Aid Projects. Responsibility for monitoring DBE compliance requirements with Federal Regulations is designated as follows:

- The Division of Field Services is responsible for ensuring compliance of the DBE regulations and policies on Department of Transportation construction programs.
- The Office of Equal Opportunity (EEO) at the General Office is responsible for DBE participant certification, decertification, determination of goal shortfalls, and participating in the setting of proposed contract DBE goals for Construction Projects.

EEO Office (General Office)

- Review all applications and certify only those firms that qualify as Disadvantaged Business Enterprises.
- Maintain a list of certified DBE firms.
- Confer with and assist the Office of Construction and the Office of Construction Bidding Administration in setting Contract DBE goals according to the appropriate regulations and Department Policies.
- Assist the Office of Construction and the Office of Construction Bidding Administration in the approval of Contractor DBE Plans before the Award of the Contract.
- Submit Semi-Annual Labor Compliance Enforcement Report (FHWA 1494) to FHWA of Work designated for DBE firms on construction and consultant engineering Contracts.
- Review complaints alleging that a certified subcontractor is not a bona fide DBE and take appropriate action.
- Support District Field Construction personnel and assist them in carrying out their responsibilities with respect to monitoring the Department's DBE Program and monitoring District Contract Compliance activities.
- Approve/Specify appropriate action to be taken concerning shortfalls in DBE Participation of DBE commitments

Office of Construction Bidding Administration

- Include DBE Contract requirements in the bid proposal

- Obtain a list of DBE firms to be used on Project from the Contractor
- Prior to award, review all DBE firms, "Status of Contracts on Hand" for compliance with sub-letting requirements

State Construction Office

- Monitor use of DBE firms on Projects during monthly audit of Project records
- Review Contract requirements for DBE goals
- Monitor use of DBE firms on Project during construction inspections

District Construction Office and District EEO Office

- Primarily responsible for the administration of the DBE program for Projects under construction within the District
- Set up appropriate procedures acting directly or through the Area Manager to ensure that the Contractor meets DBE requirements in each Contract.
- Ensure all submitted and approved DBE firms for a given Project are approved and entered into SiteManager/AWP.
- Monitor DBEs approved to perform Work on the Project in the Contract and on the Awards List distributed by the Office of Construction Bidding Administration. Verify that DBE firms working are approved to Work on the Project and that DOT 485 Request for Approval of Subcontract has been submitted by the Prime Contractor and approved by the Department.
- Collect and file the DBE Participation Report submitted by the Prime Contractor showing all DBE information monthly or quarterly as required by the contract specific requirements under the "Reports" section in the Criteria for Acceptability.
- Collect, file, and verify the Prime Contractor's submitted documentation regarding payments made from the Prime to all DBE subcontracts on federal aid Projects in the form of cancelled checks, or electronic transfer receipts compared to payments made on the DBE Participation report.
- Confirms checks written to a DBE and a material supplier were approved in accordance with the Department's Joint Check Policy.
- Confirm the DBE firm performs Work or supplies materials according to previous approval.
- Obtain written certified verification of the dollar volume of Work performed and paid for from the Prime Contractor for each DBE Subcontractor before submitting the Final Pay Statement.
- The District should monitor the Contractor's progress in meeting the goal and take appropriate action when it appears the Contractor may be in jeopardy of not meeting the goal as the Project progresses

Area Office and/or Construction Manager

- Maintain an accurate list of DBE firms approved for each Project to meet the Contract DBE goal as shown in the Contract or otherwise modified by the Office of Construction Bidding Administration.
- Discuss DBE requirements at Preconstruction Conference and inform the Contractor that the approved DBE firms are required to perform the Work designated in the Contract.
- Request a copy of the complete written subcontractor agreements from the Prime Contractor on all subcontractors and retain in the Project Files

Note: Do not allow Work designated for a DBE firm to be performed by others without prior approval. It may be necessary to withhold payments to the Contractor to enforce the DBE requirements contained in the Contract. Refer any situations that require investigation to the Office of EEO, General Office.

- Require Prime Contractor to submit a DBE Participation Report listing approved firms and dollar value of DBE agreements for Subcontracts and Work performed. The Prime Contractor updates this report whenever conditions concerning DBE participation change on a monthly or quarterly basis as required by the contract in the "Reports" section of the "Criteria for Acceptability". Promptly transmit copies of this report to the District Construction Office.
- Compare the information in this report to the original DBEs listed in the Contract, note and report any changes to the District Office of Contract Administration.

Note: Failure to submit the DBE Participation Report within 30 calendar days following the end of the month may be cause for payment to the Contractor to be withheld.

- The Construction Manager may request a DBE Trucking Activity Report plan when a DBE firm is listed for hauling credit. The Construction Manager uses this Report to determine which firm is actually doing the hauling. If the DBE firm fails to submit the DBE Trucking Activity Report, the Construction Manager shall notify the District Construction Office.
- Credit for DBE participation may be disallowed for failure to comply with the provisions of the DBE regulations included in the Contract.
- Monitor and compare the payrolls of DBE firms on the Project with the Prime Contractor's payroll.
- Check for the sharing of employees. Separate payroll files should exist in the Project records for each Subcontractor (DBE and non-DBE), swapping personnel between DBE and non-DBE firms is not acceptable.
- Conduct labor interviews with employees of the subcontractors, including DBE firms on the Project, labor interviews with the aggregate spreader and dump truck operators are required if a DBE firm is listed to supply and place the GAB.

- Note any DBE Subcontractors Working on the Project in Daily Work Reports daily.
- Complete the Commercially Useful Function (CUF) Form on Federal Aid Projects. Document a minimum of one review for each DBE for each Project with a DBE goal. File the completed Form in the Project Records with the applicable DBE Report. The review should start when the DBE first begins Work and is not complete until the DBE has received a payment. Continue to monitor compliance through the course of the Project. Use the CUF Form to document any further concerns or inconsistencies. Contact the District EEO Officer if there is concern that a DBE may not be performing a CUF, or if you have any questions related to the CUF Program. The CUF Form does not document every possible question or concern. Monitoring the DBE for CUF is a continuous process though the life of the Project.

Note: The intent of the CUF forms is not to be overly burdensome. Rather, it is to be incidental to the inspection activities that take place every day on an active construction project, and it places the burden where it is supposed to be – on the Prime Contractor. The form reduces the inspection documentation requirement from one every quarter on every DBE, to just one on each DBE for the life of the Project, unless a concern or red flag is identified during the normal course of construction inspection. If such red flag is identified, the Construction Manager may elect to document further inspections.

CONTRACT REQUIREMENTS

DBE Contract requirements can be satisfied through any means that allow an approved DBE firm to obtain Work and payment for Project related items, such as the following:

- The Contractor may count the entire expenditure for actual Work subcontracted and performed by any approved DBE firm; Including supplies purchased or equipment leased by the DBE, for the Work of the contract (except supplies and equipment the DBE subcontractor purchased or leased from the prime Contractor or its affiliate). Checks written to a DBE and a material supplier must be approved in accordance with the Department's Joint Check Policy.
- The Contractor may count the expenditure to a DBE manufacturer (i.e., a supplier that actually produces goods from raw materials or substantially alters them for resale).
- The Contractor may count 60% of the expenditures to DBE suppliers that are not manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process, is established as a regular dealer of the material or supplies being furnished and is engaged in selling the material or supplies to the public.

According to 49 CFR Subtitle A, A DBE is considered to perform a Commercially Useful Function when "it is responsible for execution of a distinct element of the Work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the Work involved."

A regular dealer is defined in 49 CFR Subtitle A as: "a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section."

- The Contractor may count the entire expenditure to DBE firms for fees or commissions charged by an approved DBE firm providing a bona fide service. This service includes professional, technical, consultant or managerial services and assistance in procuring essential personnel, facilities, equipment, materials or supplies required for completing the Contract. The Department determines the fee or commission to be reasonable and not excessive as compared to similar services.
- The Contractor may count the entire premium for Performance and Payment Bonds and product- related insurance purchased from a DBE agency.
- The Contractor may count the entire amount of expenditures to regular DBE dealers for rental of equipment.
- The Contractor may count the entire expenditures to DBE firms when a DBE subcontracts part of the Work of its contract to another firm. The value of the subcontracted Work can only be counted if the DBEs subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward DBE goal.
- The Contractor may count expenditure to DBE firms that have contracted to furnish material for the Project provided the following are fulfilled. To receive credit for this, the DBE firm must perform a commercially useful function.
 - ❖ The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - ❖ The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - ❖ The DBE receives credit for the total value of the transportation services it provides on the
 - ❖ contract using trucks it owns, insures, and operates using drivers it employs.
 - ❖ The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - ❖ The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement, the DBE does not receive credit for the total value of the transportation services provided by the lessee, since their services are not provided

by a DBE.

- ❖ A lease must indicate that the DBE has exclusive use of and control over the truck, this does not preclude the leased truck from Working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

Note: Leased trucks must display the name and identification number of the DBE Subcontractor

- ❖ DBE credit for furnish, haul and place GAB may only be allowed if the DBE purchases the stone, hauls the stone, and places the stone—using a spreader owned by the DBE and operated by personnel on the DBE Subcontractor’s payroll. Immediately bring any situation that appears to be strictly a material “pass-through” to the attention of the Office of EEO.

DBE firms are given the opportunity to perform designated Work on Department Contracts. The Prime Contractor may perform, or order Work assigned a DBE Subcontractor in order to prevent delay in completing the Project; however, no DBE credit is allowed for Work unless it is performed by an approved DBE. The above instructions do not apply if the Prime Contractor is a DBE firm, and the firm may subcontract Work, subject to meeting the Contract requirements.

When a violation of DBE participation occurs, the Department takes appropriate action (against the Prime Contractor and any involved Subcontractors as well as the DBE). The Area Manager reports any situation that may require investigation to the Office of EEO.

Substitution or Transfer of DBE Commitment

If the Contractor wishes to substitute one DBE for another, the District Administrator may approve the request and send a copy to the Office of Construction and the EEO Office. A simple letter from the Prime stating they could not get the DBE to perform will not be accepted as documented evidence that a good faith effort was made. Substitutions of DBEs will only be allowed if acceptable documentation is provided. The Contractor’s request for substitution must have supporting documentation with reasons for the substitution, including a release from the original DBE stating that there is no objection to the substitution.

Acceptable Documentation to allow a substitution may be in the following forms:

- Release signed by the designated DBE.
- Written efforts on behalf of the Prime or Subcontractor, if the DBE is a 2nd tier Subcontractor.
- Phone logs and/or registered letters supporting efforts to get the DBE on the Project to perform Work. The Prime Contractor will not be allowed to perform the Work designated for the DBE, unless prior approval is given.

DBE Shortfall

A DBE shortfall is defined as a failure of the Contractor to meet the DBE goals as established in the Contract. GDOT does not allow the transfer of DBE shortfalls. The EEO Office will have the final determination on shortfalls. If a shortfall occurs

on a Project, the Contractor shall submit correspondence to the Construction Manager providing the circumstances that led to the shortfall and their attempts to fulfill the goal. They must provide documentation that they have made a good faith effort. The Construction Manager shall review the correspondence and forward to the District Construction Office with information as to why the shortfall should or should not be accepted. The District Construction Manager shall then review and make any additional comments before forwarding to EEO in the General Office for the final ruling. The EEO Office will review and make a determination; the Office of EEO will then send the Contractor a final determination with copies to the District Office and the Office of Construction. Copies of all correspondence shall be sent to the Office of Construction. Every attempt should be made to achieve the set DBE goal on Projects as stated in the contract before any ruling will be made. Also see FHWA 1273.

Use of Joint Checks

Effective October 1st, 2015 GDOT is implementing a Joint Check approval process in the DBE program.

In instances where a DBE subcontractor is denied credit from a supplier, the federal regulations allow the DBE to request prior approval to endorse a joint check from the Prime to the Supplier and still receive full credit. Thus, a joint check process is when the Prime writes one check addressed to both the DBE and the Supplier to cover the cost of materials. The DBE endorses the check over to the supplier, and the supplier subsequently deposits the check.

In order for the Prime to receive DBE credit with respect to obtaining materials and supplies, a DBE must be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. Only when a DBE meets all requirements should goal credit be counted for the procurement of items by the DBE.

Once a joint check agreement is approved, Federal Regulations require that the Georgia Department of Transportation monitor the use of those checks. If the proper procedures are not followed by the Vendors involved or the department determines that the arrangement results in a lack of independence for the DBE involved, no goal credit for the DBE's participation, as it relates to the material cost, will be used toward the contract goal requirement and the prime will be held responsible for not meeting this goal.

GDOT's approval will automatically expire upon completion of the subject project. Approvals will not be granted for projects awarded prior to October 1st, 2015. The Office of EEO will provide a recommendation to the District Construction Manager. The District Construction Manager may approve or deny the Joint Check agreement. Please refer to the attached Joint Check Policy & Procedures. If you have any questions, please contact General Office EEO Office.

If approved, GDOT's approval will automatically expire at completion of the subject project. Approvals will not be granted

for projects awarded prior to July 15, 2015.

The following outlines The Department policy and guidelines regarding the use of joint checks under the Disadvantaged Business Enterprises (DBE) program.

Regarding this policy, a joint check is a two-party check between a DBE, a prime contractor and the regular dealer of material/supplies or another third party for items or service to be incorporated into a project. The prime contractor issues the check as payer to the DBE and the supplier jointly (to guarantee payment to the supplier) in payment for the material/supplies used by the DBE.

The department must closely monitor the use of joint checks to ensure that its use does not inhibit the DBE from providing a CUF in accordance with 49 CFR 26.55, provide the opportunity for the DBE to serve as an "extra participation in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation" (49 CFR 26.55), or conflict with other aspects of the DBE program regulations.

Joint Check Process

To obtain approval for the use of joint checks, the DBE must submit the following to the Prime:

- A denial of credit from the supplier.
- A signed statement from the supplier affirming their relationship with the DBE was established independent of the prime contractor.
- A written explanation from the DBE of how it will maintain control over the work.
- The DBE Joint Check Request Form.

The Prime Contractor must submit the following to the Department.

- DBE Joint Check Agreement Affidavit
- The physical (signed) Subcontract between the Prime and DBE
- Copies of all DBE submittals listed above.
- The Joint Check Agreement between the Supplier, DBE, and Prime Contractor.

During active work phase the Prime must submit to the Department the following:

- Copies of cancelled check (Front and Back) after the joint check transaction within 30 days of the checks issued date.

Note: Electronic transfer will not be allowed.

- The check must be for the cost of the materials only.
- Upon receipt, the DBE must immediately endorse the check over to the supplier.

- A copy of the invoices from the supplier to the DBE must accompany the cancelled check.

Department's Role:

- Determine the independence of the DBE. Independence is when the DBE has retained full decision-making responsibility concerning the procurement of materials and supplies, even when joint checks are involved.
- Whether the relationship between the DBE and its suppliers was established independent of the prime contractor.
- Ensure that the form is filled out completely, with all signatures, the procedures are followed, and all supporting documentation necessary is attached.
- Investigate allegations of misuse, abuse or fraud in the use of joint checks.
- Notify the prime contractor in writing of any conditions of non-compliance.
- The Office of EEO will provide a recommendation to the District Construction Manager. The District Construction Manager will approve or deny the Joint Check agreement.

Contractor's Role:

- Joint checks must be made available to all subcontractors.
- No exclusive relationships with one DBE concerning the use of joint checks to bring into question independence.
- The uses of joint checks are focused on accomplishing the procurement of materials needed for a particular purpose at a particular time.
- Agreements are short term, not to exceed reasonable time, to establish/increase a credit line with the material supplier.

The following are general circumstances that must be present to support the use of joint check:

- Standard Industry Practice applies to all contractors (federal and state contracts).
- Material industry sets the standard industry practice, not the prime contractors.
- Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract.
- DBE is normally responsible for both to install and furnish work item.
- DBE must be more than an extra participant in releasing the check to the material supplier.

The following are general conditions that must be met for the department to allow the use of joint checks:

- DBE submits request to the department for action (DBE Joint Check Request Form).
- Subject of formalized agreement between all parties specify the conditions under which the arrangement will be permitted.
- Full and prompt disclosure of the expected use of joint checks.

- Require prior approval.
- Even with joint checks, DBE remains responsible for all other elements of 49 CFR 26.55 {c}(1).
- Department clearly determines that independence is not threatened because the DBE retains final decision making responsibility.
- Department clearly determines that request is not an attempt to artificially inflate DBE participation.
- Standard industry practice is only one factor.
- No requirement by prime contractor that DBE is to use a specific supplier, nor the prime "contractors" negotiated unit price.

The subcontract must require the DBE to furnish and install the work item. If the DBE cannot furnish the materials, the Prime has the option to substitute the DBE under the grounds of default of the subcontract agreement or apply only the cost of labor toward the DBE goal. However, the overall project goal amount does not change.

Chapter 17 Supplements

Contract ID:		PI Number:	
Project Number:		County:	
Prime Contractor		Report Begin Date to	
Subcontractor (if DBE Trucking is 2 nd Tier)		Report Ending Date	
DBE Trucking Subcontractor		Page 1 of _____	

Truck Number	Owned By		Drivers Name	Company Name- Ownership
	DBE	NON-DBE		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

AFFIDAVIT

Upon penalty of perjury, the undersigned ("Affiant") certifies that he/she is the _____ (Title in Company) of _____ (Company Name) and that he/she is authorized by the Company to execute this Affidavit on its behalf and attest to the accuracy and truthfulness of the information on the Affidavit and its supporting documentation, if any. Affiant understands that information provided herein may be shared, audited, or verified by independent means.

Affiant has contracted and or leased material hauling services as noted on this report with the respect to the Project referenced above. Affiant has contracted and or leased material hauling services from Disadvantage Business Enterprise ("DBE") as certified by the Georgia Department of Transportation, and hereby verifies that all trucks/equipment of the Company have been supplied fully in accordance with all State and Federal DBE regulations. Affiant further acknowledges that contracted and or leased trucks from separate entities may have provided services to the Project during the report period. In the event, Affiant/or Subcontractor has contracted and or leased any truck from a firm not currently certified by the Georgia Department of Transportation as a DBE firm (i.e. a "NON-DBE firm"), each such NON-DBE firm and truck identification is listed on this report. Otherwise, Affiant swears and affirms that all contracted and or leased trucks provided to the reference Project were supplied by DBE firms as listed on this report.

_____	_____
Signature	Title
_____	_____
Full Company Name	Date

Sworn to and subscribed before me this _____ day of _____, 20_____ _____ Notary
--

FHWA Tips on Evaluating a Commercially Useful Function

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or “CUF”. How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."

The question contract administrators often face is, “What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?” Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.

Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.

While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

MANAGEMENT

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- ❑ Scheduling work operations;
- ❑ Ordering equipment and materials;
- ❑ Preparing and submitting certified payrolls;
- ❑ Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

❑ Red Flags

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- ❑ The DBE owner or superintendent provides little or no supervision of the work;
- ❑ The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- ❑ Key staff and personnel are not under the control of the DBE;
- ❑ The DBE's owner is not aware of the status of the work or the performance of the business;
- ❑ Inquiries by department or FHWA representatives are answered by the prime contractor.

Typical CUF questions could include:

- ❑ Is there a written legal document executed by the DBE to perform a distinct element of work?
- ❑ Who does the on-site DBE representative report to?
- ❑ Has this individual ever shown up on any other contractor's payroll?
- ❑ Has the DBE owner been present on the jobsite?

Typical documentation to evaluate:

- ❑ Written contract
- ❑ Daily inspection reports and project diaries
- ❑ Payrolls

WORKFORCE

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

☐ Red Flags

Some questionable workforce practices which may warrant further review include, but are not limited to:

- ☐ Supervision of DBE employees by another contractor;
- ☐ Actual work is performed by personnel normally employed by the prime contractor or another business;
- ☐ Employees are paid by the DBE and the prime contractor.

Typical CUF questions could include:

- ☐ Who prepares the DBE's certified payroll?
- ☐ Have any of the DBE's employees ever shown up on any other contractor's payroll?
- ☐ Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- ☐ Asking DBE employees on the jobsite who they report to and who signs their checks.

Typical Documents to evaluate:

- ☐ Written contract
- ☐ Daily inspection reports and project diaries
- ☐ Certified payrolls
- ☐ Copies of cancelled checks, if necessary

EQUIPMENT

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

□ Red Flags

Some questionable equipment practices which may warrant further review include, but are not limited to:

- Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- A DBE trucking business uses trucks owned by the prime contractor.

Typical CUF questions could include:

- List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- Does the equipment have the DBE's markings or emblems?
- Is the equipment under the direct supervision of the DBE?
- Is the operator of the leased equipment the DBE's employee?
- If the equipment is leased, is the payment for the equipment deducted from the work performed?

Typical Documents to evaluate:

- Written contract
- Daily inspection reports and project diaries
- Leases

MATERIALS

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

□ Red Flags

Some questionable material supply practices which may warrant further review include, but are not limited to:

- Materials for the DBE are ordered, or paid for, by the prime contractor;
- Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- Materials are delivered to the jobsite by a party separate from the DBE;
- Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- A DBE prime contractor only purchases materials while performing little or no work.

Typical CUF questions could include:

- Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- Who makes arrangements for delivery of materials?
- Who are the material invoices made out to?
- Who scheduled delivery of materials?
- In whose name are materials shipped?
- Who actually delivered the materials?
- If two party checks are used, who are the parties identified as payable to?

Typical Documentation to evaluate:

- Written contract
- Delivery tickets
- Invoices
- Daily inspection reports and project diaries

PERFORMANCE

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

□ Red Flags

Some questionable performance practices which may warrant further review include, but are not limited to:

- Work is being done jointly by the DBE and another contractor;
- The work to be performed by the DBE is outside of the DBE's known experience or capability;
- Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- The DBE is working without a subcontract approved by the department, except in the case of trucking;
- A DBE prime contractor subcontracts more than 50% of the contract value;
- The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- The volume of work is beyond the capacity of the DBE.

Typical CUF questions could include:

- Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- Does the DBE appear to have control over methods of work on its contract items?
- Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- Has any other contractor performed any amount of work specified in the DBE's contract?

Typical Documents to evaluate:

- Written contract
- Daily inspection reports or project diaries

DBE TRUCKING FIRMS

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

Typical CUF questions could include:

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?

Typical Documentation to evaluate:

- ❑ Subcontracts
- ❑ Leases
- ❑ Payroll records
- ❑ Daily inspection reports and project diaries

DBE REGULAR DEALERS

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

Typical CUF questions could include:

- ❑ Does the regular dealer have an established storage facility and inventory?
- ❑ Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- ❑ Does the business stock the product for use on the project as a normal stock item?
- ❑ Who is delivering and unloading the material?
- ❑ Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- ❑ For bulk items, where does the material come from? Does the DBE have a distribution agreement?

Typical Documentation to evaluate:

- ❑ Purchase Orders
- ❑ Invoices
- ❑ Delivery Tickets

DBE MANUFACTURERS

As described in 26.55(e)(1)(ii)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

Typical CUF questions could include:

- ❑ Is the business's primary function to manufacture construction products?
- ❑ Does the business stock the product altered for this project as a normal stock item?
- ❑ Is the quality of the materials controlled by the DBE?
- ❑ Does the DBE purchase the raw material used in its plant?

Typical Documents to evaluate:

- ❑ Purchase orders
- ❑ Bill of lading
- ❑ Shipping tickets

Sanctions for Compliance and Enforcement

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- ❑ Deny or limit credit towards the contract goal;
- ❑ Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- ❑ Withhold progress payments;
- ❑ Terminate the contract;
- ❑ Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- ❑ If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- ❑ Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- ❑ Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

CUF & Certification

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.

- j. Is the DBE maintaining its own payroll?
 Yes No
- k. Who prepares the DBEs certified payroll? _____
- l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?
 Yes No
- m. Did the DBE subcontract any items or portions of the work to any other firm?
 Yes No
 If yes, what % was subcontracted? _____%
 Name of the firm _____

2. Equipment

- a. List the major self-propelled (engine) equipment used by the DBE: _____
- b. Does the equipment have the DBE's markings or emblems?
 Yes No
 If another firm's markings are discernible, note the name: _____
- c. Is the DBE's equipment?
 Owned Leased from _____
- d. If leased, is there a formal agreement identifying the terms and parties?
 Yes No
- e. Is the equipment under the direct supervision of the DBE?
 Yes No
- f. Is the operator of the leased equipment the DBE's employee?
 Yes No
 If not the DBE's, whose employee is he/she? _____
- g. If the equipment is leased, is the payment for the equipment deducted from the work performed?
 Yes No

3. Workforce:

- a. List the name of DBE's crew as observed during the operation described above:

- b. Has any of this crew ever shown up on any other contractors' payroll?
 Yes No
- c. Does the DBE's workforce know who they work for?
 Yes No

4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?
 Yes No
- b. Is the quality and quantity of the materials controlled by the DBE?
 Yes No
- c. If two party checks used, who are the parties identified as payable to:

- d. Who makes arrangements for delivery of materials? _____
- e. Material Invoices made out to: _____
- f. Who scheduled delivery of materials? _____
- g. In whose name area materials shipped? _____
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?
 Yes No

5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?
 Yes No
- b. Has any other contractor performed any amount of work specified in the DBE contract?
 Yes No

6. Other Work categories:

Truckers:

- a. Are DBE trucks present on the job site? Yes No
 Are they Owned Leased from _____
- If leased, is there a formal agreement identifying the terms and parties?
 Yes No
- b. Are the rates appropriate?
 Yes No
- c. Is there an approved subcontract or written agreement?
 Yes No
 Who are the parties? _____

- d. Are DBE employees shown on the certified payroll?
 Yes No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?
 Yes No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?
 Yes No
- c. Does the business stock the product being supplied as a normal stock item?
 Yes No
- d. Is the quantity and quality of the materials controlled by the DBE?
 Yes No
- e. In whose name are the materials shipped? _____
- f. Who is delivering and unloading the material? _____
- g. Is the distribution equipment used in delivering the product the DBE's?
 Yes No
 If so, is it: Owned Leased
- h. If leased, is it a long term lease and not a lease developed specifically for the project?
 Yes No

7. Manufacturer

- a. Is the business's primary function to manufacturer construction products?
 Yes No
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?
 Yes No
- c. Is the quality of the materials controlled by the DBE?
 Yes No

General Notes:

**COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)**

GDOT EEO 5/2014
Rev. 7/2015

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

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

Project Number:
County:
Prime Contractor:

GDOT Reviewer:
Contractor's Representative Interviewed:
Review Date:

DBE Name:

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

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

Scope of Work

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

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

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

PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

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

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

Project Number: _____ County: _____ Prime Contractor: _____	GDOT Reviewer: _____ Contractor's Representative Interviewed: _____ Review Date: _____ Reviewer's Signature: _____
---	---

DBE Name: _____

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

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

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

	YES	NO
A. Prime Contractor Interview and Subcontract Approval		
1. Does the Prime Contractor have a process in place to substantiate the DBE's CUF and the allowable credit toward the DBE goal in the Contract?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the DBE only using equipment it owns, rents, or leases? (Obtain copies of all rent or lease agreements).	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the DBE performing <i>at least</i> 30% of their work described in the subcontract?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the DBE hauling firm own or lease their trucks? (Obtain copies of lease agreements, if applicable).....(NA <input type="checkbox"/>)	<input type="checkbox"/>	<input type="checkbox"/>
B. Field Observations during work inspection and Payroll Inspection		
1. Is the DBE firm supervising its employees and their work?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the supervisor a full-time employee of the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the DBE working without assistance from the prime contractor or another subcontractor? (Use of prime's equipment in an emergency is allowed but the cost associated with the use of the equipment cannot be credited towards the goal.)	<input type="checkbox"/>	<input type="checkbox"/>
4. Are DBE leased trucks properly placard?	<input type="checkbox"/>	<input type="checkbox"/>
C. Labor Interviews		
1. Does the DBE have employees on the job to perform the work?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do the DBE's employees only work for the DBE?	<input type="checkbox"/>	<input type="checkbox"/>
D. Material Invoice Inspection		
1. Does a review of the haul tickets associated with the project indicate that hauling is being performed by the DBE?.....(NA <input type="checkbox"/>)	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the DBE's name appear on all invoices, haul tickets, and/or bills of lading?	<input type="checkbox"/>	<input type="checkbox"/>
E. Commensurate		
1. Is Payment received by the DBE comparable with the work being performed? (Comparison of DBE report, canceled checks, subcontract, and inspection pay reports).	<input type="checkbox"/>	<input type="checkbox"/>
2. Are payments "promptly" paid; within 10 days of the GDOT payment to prime?	<input type="checkbox"/>	<input type="checkbox"/>
F. Joint Checks... (if applicable)		
1. Is the Prime paying the DBE and the DBE's Supplier with one check?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has the Department approved the use?	<input type="checkbox"/>	<input type="checkbox"/>
G. CUF		
1. Does the DBE appear to be performing a Commercially Useful Function (CUF)? (If no, provide comments and contact your District EEO Officer at _____)	<input type="checkbox"/>	<input type="checkbox"/>

COMMERCIALLY USEFUL FUNCTION (CUF)
PROJECT SITE REVIEW (CONSTRUCTION PROJECTS)

GDOT EEO 5/2014
Rev. 7/2020

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

CUF DETERMINANTS

PERFORMING

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

RED FLAGS

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

RECORDS/DOCUMENTS

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

MATERIALS (For material credit)

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

RED FLAGS

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

RECORDS/DOCUMENTS

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

SUPERVISING

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

RED FLAGS

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

RECORDS/DOCUMENTS

- Certified Payrolls
- Document communication with DBE owner or Superintendent



DBE Joint Check Request Form

Contractor Information:

Name of DBE Subcontractor: _____
 Name of Prime Contractor: _____
 Name of Material Supplier: _____

Contract Information:

Contract No. _____
 Item No. _____
 Project: _____
 Route: _____
 Section: _____
 County: _____
 Letting: _____

Reason for request: _____

The Georgia Department of Transportation will monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself". Only when a DBE meets all requirements should goal credit be counted for the procurement of items by the DBE.

Please refer to the attached Joint Check Policy & Procedures. If the proper procedures are not followed or the department determines that the arrangement results in a lack of independence for the DBE involved, no goal credit for the DBE's participation as it relates to the material cost will be used toward the contract goal requirement and the prime will be held responsible for not meeting this goal.

I have read and understand the above information and the attached Joint Check Policy & Procedures. I hereby acknowledge that the information provided on this form is true and accurate.

Authorized Subcontractor Representative:		
Signature	Title	Date
Authorized Material Supplier Representative:		
Signature	Title	Date
Authorized Prime Contractor Representative:		
Signature	Title	Date

GDOT USE ONLY	
Date Received:	DBE Admin:
Documentation Attached:	
Comments:	
Approved:	Date:
Denied:	Date:

Use of Joint Checks

The GDOT Joint Check Policy will automatically expire on _____, _____ unless renewed. After this date, new Joint check agreements will not be considered for approval.

The following outlines The Georgia Department of Transportation's policy and guidelines regarding the use of joint checks under the Disadvantaged Business Enterprises (DBE) program.

Regarding this policy, a joint check is a two-party check between a DBE, a prime contractor and the regular dealer of material/supplies or another third party for items or service to be incorporated into a project. The prime contractor issues the check as payer to the DBE and the supplier jointly (to guarantee payment to the supplier) in payment for the material/supplies used by the DBE.

The department must closely monitor the use of joint checks to ensure that its use does not inhibit the DBE from providing a CUF in accordance with 49 CFR 26.55, provide the opportunity for the DBE to serve as an "extra participation in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation" (49 CFR 26.55), or conflict with other aspects of the DBE program regulations.

Joint Check Process

To obtain approval for the use of joint checks, the DBE must submit the following to the Prime:

1. A denial of credit from the supplier.
2. A signed statement from the supplier affirming their relationship with the DBE was established independent of the prime contractor.
3. A written explanation from the DBE of how it will maintain control over the work.
4. The DBE Joint Check Request Form to the Department.

The Prime Contractor must submit the following to the Department.

1. DBE Joint Check Agreement Affidavit
2. The physical (signed) Subcontract between the Prime and DBE
3. Copies of all DBE submittals listed above.
4. The Joint Check Agreement between the Supplier, DBE, and Prime Contractor.

During active work phase the Prime must submit to the Department the following:

1. Copies of cancelled check (Front and Back) after the joint check transaction within 30 days of the checks issued date. Electronic transfer will not be allowed. The check must be for the cost of the materials only. Upon receipt, the DBE must immediately endorse the check over to the supplier. A copy of the invoices from the supplier to the DBE must accompany the cancelled check.

Department's Role:

- A. Determine the independence of the DBE. Independence is when the DBE has retained full decision-making responsibility concerning the procurement of materials and supplies, even when joint checks are involved.
- B. Whether the relationship between the DBE and its suppliers was established independent of

the prime contractor.

- C. Ensure that the form is filled out completely, with all signatures, the procedures are followed, and all supporting documentation necessary is attached.
- D. Investigate allegations of misuse, abuse or fraud in the use of joint checks.
- E. Notify the prime contractor in writing of any conditions of non-compliance.
- F. The Office of EEO will provide a recommendation to the District Construction Engineer. The District Construction Engineer will approve or deny the Joint Check agreement.

Contractor's Role:

- A. Joint checks must be made available to all subcontractors.
- B. No exclusive relationships with one DBE concerning the use of joint checks to bring into question independence.
- C. The uses of joint checks are focused on accomplishing the procurement of materials needed for a particular purpose at a particular time.
- D. Agreements are short term, not to exceed reasonable time, to establish/increase a credit line with the material supplier.

The following are general circumstances that must be present to support the use of joint check:

- A. Standard Industry Practice applies to all contractors (federal and state contracts).
- B. Material industry sets the standard industry practice, not the prime contractors.
- C. Non-proportionate ratio of DBE's normal capacity to size of contract and quantity of material to be provided under the contract.
- D. DBE is normally responsible for both to install and furnish work item.
- E. DBE must be more than an extra participant in releasing the check to the material supplier.

The following are general conditions that must be met for the department to allow the use of joint checks:

- A. DBE submits request to the department for action (DBE Joint Check Request Form).
- B. Subject of formalized agreement between all parties specify the conditions under which the arrangement will be permitted.
- C. Full and prompt disclosure of the expected use of joint checks.
- D. Require prior approval.
- E. Even with joint checks, DBE remains responsible for all other elements of 49 CFR 26.55 (c)(1).
- F. Department clearly determines that independence is not threatened because the DBE retains final decision making responsibility.
- G. Department clearly determines that request is not an attempt to artificially inflate DBE participation.
- H. Standard industry practice is only one factor.
- I. No requirement by prime contractor that DBE is to use a specific supplier nor the prime "contractors" negotiated unit price.
- J. The subcontract must require the DBE to furnish and install the work item. If the DBE cannot furnish the materials, the Prime has the option to substitute the DBE under the grounds of default of the subcontract agreement, or apply only the cost of labor toward the DBE goal. However, the overall project goal amount does not change.

Georgia Department of Transportation
Prime Contractor
DBE JOINT CHECK AFFIDAVIT

Date: _____

Project: _____ County: _____

I, _____, as the authorized representative of _____ am requesting DBE credit for joint check purchases of materials. Our firm provides joint check agreement assistance to all our subcontractors not just DBEs. The physical subcontract requires the DBE to furnish and install the work item. The DBE firm will be responsible for ordering, scheduling, delivering, and issuing payment for the materials to its supplier. We will provide copies of all cancelled checks (Front and Back) after the joint check transaction within 30 days of the checks issued date to the Department. Electronic transfers will not be allowed. A copy of the invoices from the supplier to the DBE will accompany the cancelled check. The check will be for the cost of the materials only. Upon receipt, the DBE will immediately endorse the joint check over to the supplier. We further understand the Joint Check agreement is for this project only. In the event this request is approved, this project will be under increased scrutiny by the Department and FHWA. We understand we are responsible for determining the DBE's commercially useful function status while working on the project. If the joint check agreement is not approved, credit for the cost of materials will not be credited toward the project's DBE goal. We understand the below federal regulation, its implications, and have provided the DBE subcontractor with a copy of the regulation.

49 CFR §26.107

(a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

(c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

(d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

(e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

Signature and Title

Required Attachments: (If one item is missing, DBE credit approval will not be granted).

1. The physical (signed) subcontract between the Prime and DBE.
2. A written denial of credit from the supplier to the DBE for the subject project.
3. A signed statement from the supplier affirming their relationship with the DBE was established independent of the prime contractor.
4. A written explanation from the DBE of how it will maintain control over the work.
5. Copy of the proposed Joint Check Agreement between Prime, proposed by the DBE and Supplier.
6. The DBE Joint Check Request Form to the Department.

Chapter Eighteen – Federal Aid Training Program

The Office of Equal Opportunity is responsible for administering the Federal-aid Training Program (Program). The inspection and reporting requirements for the Federal-aid Highway Construction Contracts Training Program are an implementation of 23 USC 140(a) and Standard Specification 158.

The reference document for the Program is the Georgia Department of Transportation's On-The-Job Training Program Manual as approved by the Federal Highway Administration. This document provides additional information and specific instructions on supervision of the Program and is available on the Office of Equal Employment Opportunity external webpage.

The Construction Manager may approve the initial Program plan. A Program plan merely identifies proposed areas of training to meet the Contract requirements and does not identify individual trainees (Construction Manager may request guidance from the Office of Equal Employment Opportunity (EEO Office)). Construction Manager shall forward all requests for trainee approvals (Form 1409) to the EEO Office for approval.

Construction Manager shall perform periodic interviews with each approved trainee to ensure the employee is receiving the training specified in the approved plan. The Construction Manager shall document the interviews on the Labor Interview Form and file reports in the Project Records (ProjectWise).

Construction Manager shall forward the Contractor's notice of trainee completion, transfer, and/or termination (Form 1409) to the EEO Office for approval. In the event of a shortfall, the Construction Manager shall forward the Contractor's waiver request to the EEO Office for analysis and a Good Faith Effort decision. If a waiver is not granted, the Construction Manager shall deduct prior payments made on pay item 158. See the EEO Office's OJT Manual for detail.

CHAPTER NINETEEN – CONTRACT AUDITING

GENERAL

The Construction Manager is responsible for updating and maintaining the project records to support progress and final payments. The Office of Construction is responsible for performing audits to ensure measurement and payment are done in accordance with the Specifications and the Project records are properly maintained as per the Construction Manual and established policies and procedures.

AUDIT PROCEDURES

Records kept by Department personnel are subject to review by Contract Liaisons (CL) from the Office of Construction, the Office of Internal Audits, Department of Audits and the FHWA. The Construction Manager is responsible for all source records. The records are subject to an audit at any time without notice. CL from the Office of Construction will audit GDOT let project records on a 60-day audit cycle.

Remote project auditing will be performed on projects that are utilizing Project Wise. Remote auditing will be conducted to the maximum extent possible. In order to achieve this, the CM shall maintain appropriate documentation in ProjectWise and SiteManager/AWP so that CL may conduct the audit. For items not stored electronically, the CL will audit those documents on the next site visit. LAP, resurfacing, minor bridge rehab / replacement projects that are fully electronic will be audited remotely.

Local Assistance Projects (LAP) will be audited once per quarter. FHWA Projects of Division Interest (PoDI) LAP projects will be audited on a 60-day audit cycle. The Audit is a project compliance review to ensure records, measurement and payments are supported by Specifications, Construction Manual, and LAP Manual as well as a systematic check on mathematical computations, invoicing, examination of plan changes, field conditions, and material acceptance.

The CL ensures any significant changes from the plan quantities are well documented and that project personnel have documented changes in the As-Built Plans.” The CL confirms materials incorporated into the Work have been properly documented on the MC Checklist quarterly by the Construction Manager.

The CL is responsible for auditing project administrative procedures. Daily Work Reports, Diaries, Document Control Logs, and other related files are reviewed bi-monthly or quarterly depending on necessity, to ensure that these documents are maintained according to Departmental policy. The CL reviews the DBE Participation Report and any documentation necessary to examine the participation of the DBE.

AUDIT EXCEPTION REPORTS

It is necessary to report audit exceptions to maintain complete and consistent project records throughout the State. The monthly exception report is stored in the project files. The CL will email the monthly exception report for distribution and/or escalation according to the following guidelines:

- Exception report with major findings: the CL will immediately distribute an email report listing major findings with recommendations for correcting the exception, to the full distribution list. (Construction Manager, Area Manager, District Construction Manager, CL Manager, EEO, and State Construction Engineer).
- Normal exceptions on the first audit cycle: the exception report is provided to the Construction Manager.
- If the Area has not addressed the discrepancies after the second audit cycle, the CL distributes the report to the Construction Manager with copies to the Area Manager, District Construction Manager, and CL Manager
- If the problem persists after the third audit cycle, the CL distributes the report to all personnel listed on the exception report form.
- The CM will upload the exception report to ProjectWise, address each exception and initial when corrected.
- The Construction Manager attaches the Final Audit Report to the Final Package.

PROJECT INSPECTIONS – BY CONTRACT LIAISONS

The CL may perform periodic field inspections of the Work. These inspections are conducted to ensure compliance with Contract documents and to verify the accuracy of quantities reported for payment. The inspections are critical in protecting the integrity of the Department's measurement and payment requirements. The inspection is reported to the Office of Construction. The CL will email the report to the CM, AM, DCM and the Office of Construction. The CM will upload the report to ProjectWise.

IN-DEPTH AUDIT REVIEW

An In-Depth Audit Review will be performed on all projects within that are between 80% - 100% of Contract earnings. It is the responsibility of the CM to be aware of the earnings to date on the project and notify the CL, by email, so the appropriate audit can be scheduled and performed as soon as possible.

Final Audit

The CL may perform the Final Audit even if all outstanding items have not been resolved. These issues will be listed as Audit Exceptions on the Final Audit Report. Prior to submitting the Final Estimate Request Package to the Office of Construction, the District Contract Administrator or his designee shall resolve all outstanding issues. The date of resolution

shall be noted and the Audit Exceptions shall be signed. The Final Audit may be completed without the Materials Certificate being received but will be noted on the Final Audit. All progress measurement and payment issues must be resolved prior to Final Audit. The Final Estimate (generated by the Office of Construction) should be a zero dollar estimate (zero dollars owed to the contractor and any overpayment issues resolved. Any exceptions to this rule must be pre-approved by to the Office of Construction.

CHAPTER TWENTY – REVIEW OF PROJECT RECORDS, DEPOSITION

General

As provided in Subsection 106.03 of the Specifications, upon request, copies of the Department's test reports will be furnished to the Contractor's representative. The Construction Manager needs to furnish copies of test reports, when requested by the Contractor's representative, by transmittal letter on GDOT letterhead and place a copy of the letter in the Project files documenting test reports furnished.

All other requests to inspect and/or copy the Department's records shall be immediately hand delivered, faxed or e-mailed to the District Legal Services Coordinator ("DLSC"). The DLSC will respond to the request.

Deposition Policy for Department Personnel

Any employee of the Department of Transportation who is subpoenaed to appear, requested to make a statement, or asked to be interviewed by an attorney or investigator concerning any matter related to the employee's duties shall immediately contact the DLSC for assistance before consenting to make a statement, be interviewed, or complying with the subpoena. The DLSC, upon being contacted by an employee, will contact the Office of Legal Services to seek advice and assistance in the matter. Upon consulting with the Office of Legal Services, the DLSC will ensure that the employee is advised on the course of action to follow. Communications about these matters shall be appropriately marked as Attorney-Client privileged. Copies of any communications on this subject shall be sent to the District Engineer.

CHAPTER TWENTY-ONE – CLOSING CONFERENCE, FINAL INSPECTION, FINAL ACCEPTANCE AND CONTRACT CLOSE OUT

Closing Conference

In accordance with Standard Specification 105.16 (Beginning with Projects in the November 2016 Letting), the Construction Manager will perform a Closing Conference sixty (60) calendar days prior to the current completion of the project. A Closing Conference will be conducted fourteen (14) days prior to current completion for maintenance resurfacing projects. The purpose of the Closing Conference is to detail and discuss all outstanding items of work discovered to date, final reports needed, and provide the contractor with

- An explicit list of instructions and/or items to correct
- An explicit list of information needed for Materials Certificate
- An explicit list of final reports or other paper work

These lists of required items shall be resolved in order to stop time charges and for acceptance of the project. At the Closing Conference, a Post Construction Review Form shall be completed by the Construction Manager with input from the Contractor. After approval by the District Construction Manager and State Construction Liaison, this form shall be submitted to the Office of Engineering Services.

Below is a list of participants for a Closing Conference. Others shall be invited as necessary in order to ensure proper inspection of a project.

Department of Transportation

District Construction Manager
Area Manager
Construction Manager
State Construction Liaison
State Bridge Construction Liaison
Erosion and Sedimentation Control Liaison
District Maintenance Representative
District Traffic Operations Representative

Assistant District Construction Manager
Assistant Area Manager - Construction

<p>District Environmental Compliance Specialist For projects that contain Section 169 Post-Construction Stormwater BMP items</p>
--

Contractor

Owner or Qualified Representative
Project Superintended

FHWA

For Projects identified by the FHWA as PoDI, the FHWA Transportation Engineer for the district where the Project is located is to be notified.

Note: Project type, scope and complexity should be considered when schedule invites are made.

Note: A closing conference shall be conducted regardless of whether the contractor has performed any of the Work or not.

Corrective List

After the Inspection that occurs as part of the Closing Conference is complete, the Construction Manager shall furnish the Contractor a Corrections List in no more than 5 business days. The Correction List shall include an explicit listing of **all** documentation needed prior to Final Acceptance (i.e. Final DBE Report, pit releases, material certificate documentation, etc.) as well as document **all** deficient Work and corrective actions needed. It is imperative that the items are specific to need and location.

Note: Generalizations such as, "fill all washes" are unacceptable.

The Construction Manager shall proactively work with the Contractor for Work completed after the Closing Conference to provide a deficiency list to the Contractor.

Final Inspection

The Contractor is to notify the Construction Manager, in writing, of completion of the project, including any remedial correction lists, indicating eligibility for a Final Inspection. We have only seven (7) business days to schedule and conduct the Final Inspection without forgoing the added days to the Contract. That is to say, if we go beyond seven (7) business days we will not assess the contractor liquidated damages for our delinquency. A project must be complete and in satisfactory condition before a Final Inspection is requested.

Below is a list of participants for a Final Inspection.

Department of Transportation

District Construction Manager

Area Manager

Construction Manager

State Construction Liaison

State Bridge Construction Liaison

Erosion and Sedimentation Control Liaison

District Maintenance Representative

Assistant District Construction Manager

Assistant Area Manager - Construction

**District Environmental Compliance Specialist
For projects that contain Section 169 Post-
Construction Stormwater BMP items**

Contractor

Owner or Qualified Representative

Project Superintended

Others

Other Companies, Local Governments, or Officials who may need to attend as determined by Area Manager or Construction Manager

FHWA

For Projects identified by the FHWA as Projects of Division Interest (PoDI), the FHWA Transportation Engineer for the District where the Project is located is to be invited.

Note: Project type, scope and complexity should be considered when schedule invites are made.

Final Acceptance

Upon completion of the Work and receipt of the Materials Certificate (if required) the Area Manager will notify in writing the District Construction Manager. The District Construction Manager will either: 1.) make Final Acceptance where authorized to do so, or 2.) will notify the Office of Construction via the "Final Acceptance Form".

The Final Acceptance Request Form and related documentation (Final DBE Report (including actions on shortfall waiver requests), Pit Release, Smoothness Reports, and Materials Certificate) should be scanned and emailed to the Assistant State Construction Administrator.

NOTE: Only one Final Acceptance Letter per Contract will be written.

Type of Project	Engineer Responsible for Acceptance	Contractor Punch List Complete	Maintenance Punch List Complete
Federal-Aid Resurfacing	District Construction Manager notifies State Construction Engineer	X	X
All Other Federal-Aid	District Construction Manager notifies State Construction Engineer	X	X
State Aid	Area Manager notifies the District Construction Manager	X	X

- On all Federal-aid Projects, the Office of Construction will write the Final Acceptance letter once notified by the District with all the information listed on the Final Acceptance Request Form.
- Use the most current version of the form letter.
- The Final Acceptance Date will be populated in SiteManager/AWP by the District Construction Office.
- The Final Acceptance Letter will be sent to the Contractor and a scanned copy will be uploaded into ProjectWise by the Office of Construction.
- Copies of the Final Acceptance Letter will not be distributed.
- The Final Acceptance of construction Projects will suffice for the acceptance of Utility Force Account portions of the Projects.
- Railroad grade crossing improvement Projects with Work performed either by the railroad or DOT Maintenance forces under a Unit Cost Agreement will have Final Acceptance done as any other Federal-aid Project.

- The effective date of the Final Acceptance will be the date the Punch List is complete or the date of the Materials Certificate, whichever is the later date.

Maintenance Acceptance

It is the policy of the Department to make a Maintenance Acceptance of construction Projects when all Work is complete and acceptable per the Contract, with the exception of the Materials Certificate. This will immediately follow the Final Inspection.

The District Construction Manager will provide written notification of Maintenance Acceptance to the Contractor and copy those Offices which are affected by the acceptance including but not limited to the District Maintenance Manager, Area Manager, State Maintenance Office, and State Construction Office.

The District Construction Manager may write a Partial Maintenance Acceptance of completed construction Work on Projects requested by the Contractor and approved, or when it is in the best interest of the Department to do so. In order to protect the interest of the Department, a Partial Maintenance Acceptance of any Work should specify in writing the items not accepted. A copy of the approved Partial Maintenance Acceptance will be forwarded to those offices which are affected by the acceptance including, but not limited to, the District Maintenance Manager, Area Manager, State Maintenance Office, and State Construction Office.

Construction Liaison and District Maintenance Manager concurrence is required for all Partial Maintenance Acceptances. A Partial Maintenance Acceptance should not be a routine procedure for a Project but should be used on a limited basis to release the Contractor from the responsibility of maintaining the Work as allowed by the Specifications. Partial Maintenance Acceptance of a Project is typically appropriate as follows:

- When Projects on new location are opened early to traffic, the pavement system, guardrail and signs may be accepted even though the total acceptance of the Project is being withheld while waiting on an acceptable stand of grass.

Note: All pay items must be complete prior to any Partial Maintenance Acceptance.

- For separate construction Contracts, it is appropriate to accept the sub-grade from the grading Contractor so as to allow the paving Contractor to continue with the Project.
- Maintenance acceptance of bridge decks on new location Projects is appropriate before allowing other Contractors access across the bridge (See Specifications).
- Contractors access across the bridge (See Specifications).
- Portions of the Work required to be constructed under traffic may be eligible for Partial Maintenance Acceptance.

Traffic Control devices are sometimes installed at the ends of Projects to channel traffic from the new roadway onto the existing roadway. These devices may be installed by either the Contractor or DOT Maintenance forces depending on the terms of the Contract. Written notification should be provided to appropriate DOT offices when the Department is responsible

for maintenance of these temporary devices.

The District Construction Manager may write a Partial Maintenance Acceptance for any Project, based on a written recommendation from the Area Manager. An inspection shall be conducted in accordance with the Final Inspection procedures outlined in this Chapter prior to accepting the Work and writing the Partial Maintenance Acceptance.

The "Maintenance Acceptance Date" should be populated in SiteManager/AWP by the Construction Manager. The Construction Manager or Area Manager should ensure signed Maintenance Acceptance Letters and Partial Maintenance Acceptance letters get saved to the applicable file in ProjectWise

Note: Do Not Make Final Acceptance if Contractor Claims are pending.

Responsibility Matrix, Final Inspection and Closing Conference			
<u>Federal-Aid Projects</u>			
Type of Project	Engineer Responsible for Final Inspection	FHWA Final Inspection Required	Time Allowed to Schedule Final After Time Charges Stopped
<u>Projects of Division Interest (PoDI)</u>			
All	Construction Liaison	Yes	1week
<u>Exempt</u>			
Bridge Painting	Area Manager****	No	1week
Under \$2 million***	District Construction Manager**	No	1 week
Over \$2 million***	Construction Liaison	No	1 week
** For Projects less than \$2 million, the District Construction Manager may delegate the Final Inspection responsibility to the Area Manager			
*** Including Interstate Resurfacing Projects			
**** The Area Manager and the Independent Assurance Representative shall perform the Final Inspection together. If the bridge painting Project is PoDI, FHWA must be included.			

Contractor’s Performance Reports

Contractor’s Performance Reports are required for all Prime Contractors and Subcontractors Working on Projects let to construction. Form DOT 479 Report of Contractor’s Performance (Report) shall be used. The Report shall be completed for the Prime Contractor by the Construction Manager prior to requesting a final inspection. The Report shall be completed for all Subcontractors as they complete their Work. The Report shall be completed on an annual basis for Contracts with duration in excess of 18 months.

Guidance for completing the Contractor’s Performance Report:

- Completed by the Construction Manager according to DOT 479 Rating Criteria Guidelines
- Construction Manager signs and emails the original to the Area Manager
- Area Manager reviews, signs, and emails to the District Construction Manager

- District Construction Manager reviews, signs, and emails to the Construction Liaison
- Construction Liaison reviews and signs their name on behalf of the State Construction Engineer
- Construction Liaison files final copy in the Contractor's folder in the Office of Construction's server CN Common Contractor Performance Folder. Folders should be added if there is not one for a particular contractor.

Note: Do not save any reports in the Archive Folder

Name file using the following convention:

Contractor Name Perf PI # Report Date

Ex: CWMatthews Perf 0008256 10-19-18.pdf

Construction Liaison emails final signed copy to the Construction Manager and Construction Manager files the final report in ProjectWise.

Contract Close Out

Project Designations and Responsibilities

Projects of Division Interest (PoDI) and/or National Highway System (NHS)

For Projects designated as PoDI and/or Projects located on the NHS, the responsibility for Contract Auditing and Final Contract Audit is with the Contract Liaison (CL). The responsibility of Materials Auditing and issuance of a Materials Certificate (MC) is with the Office of Materials and Testing (OMAT).

PoDI and/or NHS Resurfacing Projects \$5,000,000.00 or Greater

For Resurfacing Projects that are designated as PoDI by the FHWA and/or are on the NHS with an original Contract amount of \$5,000,000.00 or greater, the responsibility of Contract Auditing and the Final Contract Audit is with the CL. The responsibility for Materials Auditing and issuance of a MC is with OMAT.

PoDI and/or NHS Resurfacing Projects Less Than \$5,000,000.00

For Resurfacing Projects that are designated as PoDI by the FHWA and/or are on the NHS with an original Contract amount less than \$5,000,000.00, the responsibility of Contract Auditing and the Final Contract Audit is with the CL. The responsibility for Materials Auditing and issuance of a MC is with OMAT.

Non-PoDI Projects, Non-NHS Projects

For Projects not designated as PoDI and are not on the NHS, a Material Certificate is not required. However, a Materials Reconciliation (MR) will be required. The responsibility for Contract Auditing, the Final Contract Audit, and the MR is with the CL. This includes applicable Federal Aid Local Let and Airport Projects and any Resurfacing Project that includes more complex Work such as traffic signals and/or intersection improvements.

Non-PoDI, Non-NHS Resurfacing Projects \$5,000,000.00 or Greater

For Resurfacing Projects that are designated as Non-PoDI by the FHWA and are not on the NHS with an original Contract amount of \$5,000,000.00 or greater, the responsibility of Contract Auditing and the Final Contract Audit is with the CL. The responsibility for MR is with the CL.

Non-PoDI, Non-NHS Resurfacing Projects Less than \$5,000,000.00

For Resurfacing Projects that are designated as Non-PoDI by the FHWA and are not on the NHS with an original Contract amount of less than \$5,000,000.00, the responsibility of Contract Auditing and the Final Contract Audit is with the District Administrator. The responsibility for MR is with the District Administrator.

Materials Reconciliation (MR)

For Non-PoDI, Non-NHS Projects, a Materials Reconciliation shall be required. A Materials Certificate (MC) is not required and will not be issued by OMAT. The MR will be considered the Complete and "Final" Audited (with No Exceptions Noted) Final MC Checklist. The signature and date of the Contract Liaison on the Final MC Checklist will be considered the Date of MR on Non-PoDI, Non-NHS Projects and Non-PoDI, Non-NHS Resurfacing Projects greater than \$5 million. The signature and date of the District Administrator on the Final MC Checklist will be considered the Date of the MR on Non-PoDI, Non-NHS Resurfacing Projects less than \$5 million.

Responsibility Matrix

CL – Contract Liaison, General Office

DE – District Engineer (District Construction Manager responsible for audit and exception resolution)

		PoDI/NHS	PoDI/NHS Resurf \$5 Million and Greater	PoDI/NHS Resurf less than \$5 Million	Non- PoDI, Non-NHS	Non-PoDI, Non-NHS Resurf \$5 Million and Greater	Non-PoDI, Non-NHS Resurfacing less than \$5 Million
CL	Contract Audit	X	X	X	X	X	
DE							X
CL	Materials Certificate/Materials Reconciliation				X(MR)	X(MR)	
DE							X(MR)
OMAT		X(MC)	X(MC)	X(MC)			

Quarterly Materials Certificate Checklist and the Materials Certificate (MC)/Materials Reconciliation (MR)

A Quarterly Materials Certificate Checklist (MC Checklist) will be created by the Office of Materials and Testing (OMAT) for every Project let prior to December 2019. The District Construction office will create a Quarterly Materials Certificate (MC Checklist) for every Project beginning with December 2019 let. The Quarterly Materials Certificate Checklist (MC Checklist) will be used accordingly by Project Personnel, Contract Liaisons, District Personnel and OMAT staff to set forth sampling and

testing requirements, to ensure such requirements are followed, and to substantiate the issuance of a MC or MR.

ALL Projects

The Materials Audit will be done to ensure Sampling, Testing, and Inspection (STI) is done in accordance with the guidelines set forth in the MC Checklist and specified in the STI Documents and Specifications.

Projects designated as PoDI or Projects on the NHS

The OMAT will perform the Materials Audit and will issue the MC. The Construction Manager will maintain the MC Checklist on a monthly basis and will ensure all Materials STI meet Specifications. Monthly MC Checklists should be kept in the Project files. The Final MC Checklist, Final Item Quantity Report, and relevant documentation shall be scanned, if necessary and placed into the Project's applicable folder in ProjectWise. The CL will audit the MC Checklist when the Contract Auditing occurs. Any exceptions noted by the CL will be addressed immediately by the Construction Manager and before generating the next estimate. The Construction Manager and Area Manager will review, scan, and save to ProjectWise the Final MC Checklist after the last estimate is approved. The Construction Manager and Area Manager will coordinate with OMAT to expedite the issuance of a MC.

Non-PoDI, Non-NHS Projects and Non-PoDI, Non-NHS Resurfacing Projects greater than \$5,000,000.00

The Construction Manager will maintain the MC Checklist on a monthly basis and will ensure all Materials STI meet Specifications. The CL will audit the MC Checklist when the Contract Auditing occurs. Any exceptions noted by the CL will be addressed immediately by the Construction Manager and before generating the next estimate. The Area Manager will review the Final MC Checklist after the last estimate is approved. A Final Audit with no materials, sampling, or testing exceptions will be considered a Materials Reconciliation. In such instances, the date of the Contract Liaison's signature will be the Materials Reconciliation date. This date shall be shown on the Final MC Checklist and Final Audit Exception Report along with the CL's signature.

Should there be any exceptions noted on the Final Audit regarding Materials STI and/or measurement and payment, such exceptions will be resolved by the District Construction Office. Once noted exceptions are resolved, the District Administrator will certify, by signature and date, the MC Checklist and the Final Audit Report. In such instances, once noted exceptions are resolved, the date of the District Administrator's signature will be the Material Reconciliation date.

Non-PoDI, Non-NHS resurfacing Projects less than \$5,000,000.00

The Construction Manager will maintain the MC Checklist on a monthly basis and will ensure all Materials STI meet Specifications. The Area Manager will review each MC Checklist for compliance as part of the close-out and final process. The Area Manager should perform periodic audits during the life of a Project to ensure the MC checklists are being maintained and completed on a monthly basis. Any exceptions or deficiencies noted shall be resolved by the Area Manager prior to

submitting the Final Package to the District Construction Office.

The District Construction Office will verify that all Materials STI was done in accordance with the Specifications and will make recommendation to the District Administrator to issue a MR. The District Administrator will sign and date the last MC Checklist and the Audit report. This will be the date of the MR.

Audit Milestones (Contract and Materials)

Monthly Audits will be performed on a 30/60/90 calendar day cycle, depending on the scope and complexity of the Project, after the pay period end date of the last approved estimate. This does not include Resurfacing Projects (Non- PoDI/Non-NHS) less than \$5,000,000.00.

Semifinal Audit will be performed within 30 days after the Closing Conference on the last approved Estimate. A Final Audit will be done within 30 days of the Final Inspection.

For Non-PoDI, Non-NHS resurfacing Projects less than \$5,000,000.00, the District Construction Office will perform the Final Audit.

Responsibility of the Contract Liaison (CL)

For the applicable Projects, the CL will review all Project records for compliance in accordance with the Contract Specifications. The CL will sign and date the Item Summary Report from SiteManager/AWP for each Progress Estimate and provide an Exception Report to note the audit findings.

For the applicable Projects, the CL will review the MC checklist as part of the monthly audit of estimates on a monthly basis to ensure the Construction Manager is complying with the Materials STI requirements. If there are no deficiencies, the CL shall sign and date the Quarterly MC Checklist noting the month(s) and estimate(s) the audit covers.

Any deficiencies will be noted on the Exception Report and will be addressed and resolved by the Construction Manager prior to generating the next period's estimate. Any deficiencies not addressed by the Construction Manager and allowed to carry over into the next month will be cause for the CL to notify the Area Manager and District Construction Manager. If such deficiencies continue, the CL will notify the District Administrator and the State Construction Engineer. Once the deficiencies are corrected by the Construction Manager, the Construction Manager will initial each exception on the monthly Exception Report.

When the CL performs the Semifinal Audit after the Closing Conference, the CL will audit the last approved Estimate and subsequent/Final MC Checklist. The CL will note any deficiencies on the Semifinal Exception Report. Noted exceptions shall be addressed by the Construction Manager and reviewed by the Area Manager prior to requesting a Final Audit.

The Final Audit will be done by the CL within 30 days of the Final Inspection. The CL will note any exceptions on the Final Audit Report. Noted exceptions will be addressed by the District Administrator. Once all exceptions are resolved, the District

Administrator will verify and sign signifying the date of the Final Audit Resolution and the MR.

If there were no exceptions noted at the Final Audit, the date of the MR will be the date of the Final Audit Report and the CL will document such on the Final Audit Report and on the last Quarterly MC Checklist.

Responsibility of the District Office, Area Manager and Construction Manager

ALL Projects

- The Construction Manager is responsible for making measurement and payment in accordance with the Project's Specifications and for addressing all audit exceptions in a timely manner and before generating the next Estimate.
- The Construction Manager is responsible for completing the Quarterly MC Checklist monthly as estimates are generated and approved.
- The Area Manager is responsible for reviewing and ensuring each estimate and the MC Checklist is completed in accordance with Contract Specifications.
- The District Administrator, or his delegate, is responsible for ensuring Project close-out and finalization. The District Administrator is responsible for endorsing the Final Audit and the Final MC Checklist thereby certifying the Project is ready to begin the Final Payment Process as Specified in Specification 109.08 Final Payment.

For PoDI and/or NHS Projects and Resurfacing Projects \$5,000,000.00 or greater

Before the Final Inspection, the Construction Manager will prepare the Project Records for a Semi-Final Audit. The Construction Manager will notify the CL by email the Project records are ready for the Semi-Final Audit. Upon completion of the Final Inspection, the CL will perform a Semifinal Audit on the last approved Estimate. Within 30 calendar days, the CL will perform a Final Audit. Once the Final Audit is complete, the Construction Manager will immediately prepare and send the Project Files to the District Construction Office. Any exceptions on the Semifinal and/or Final Audit Exception Report will be resolved by the District Construction Office and will be endorsed by the District Administrator by signature and date thereby certifying the Project is ready to begin the Final Payment Process as Specified in Specification 109.08 Final Payment.

Non-PoDI, Non-NHS Resurfacing Projects less than \$5,000,000.00

The CL's will not perform any auditing for resurfacing Projects less than \$5,000,000.00. This includes Contract and materials auditing. The CL's will have NO involvement with these Projects.

The District Administrator, by their review, signature and date, certify measurement and payment and Materials STI was done as per Specification and Department Guidelines. This date will be the date of the Final Audit or Final Audit resolution, if exceptions found by District Construction Office. This date will also serve as the MR Date.

Construction Manager

Within thirty calendar days of the Final Inspection, the Construction Manager will prepare the Project records for delivery to the District Construction Office. The Construction Manager will prepare for the review and signature of the Area Manager all of the completed Quarterly MC Checklists, Construction Manager Audit Worksheet, the Final Package Checklist, the Item Quantity Report, and the Contract Status Report.

Area Manager

The Area Manager will ensure all payments have been made for the Project and are in accordance with the Contract Specifications and will ensure all of the Quarterly MC Checklists are current and complete.

The Area Manager will review the Contract Status Report to ensure there is no overrun to the Project as a whole. The Installed Amount and the Paid to Date amount shown on the report should be equal to or less than the Current Contract Amount. The Remaining Contract Amount should be zero or greater. If it is a negative number, this indicates that an overpayment has created an overrun of the Contract. If an overpayment occurs, the Area Manager will resolve prior to sending the request to the District Construction Office.

The Area Manager will review the Item Quantity Report and will perform an in-depth review on all items with an Overrun(s) of 20% or greater to ensure there were no instance(s) of errors in measurement and payment or overpayment to the Contractor. The Area Manager will note their findings on the Item Quantity Report.

No payments should be outstanding and there should be no pending progress estimates. If the Area Manager determines additional payment is needed or an overpayment was made to the Contractor, these issues will be addressed prior to sending the Project records to the District.

The Area Manager will ensure the Project records are organized in such a manner to facilitate a timely yet thorough review by the District Construction Office.

The following documents will be attached to the Semifinal/Final Audit Worksheet and will accompany the Final Package Checklist:

- Cost and Quantity Summary Report (to allow for a summary and comparison of pay items per estimate, month, and Lot (Asphalt Items ONLY) and to show totals for all)
- DOT 159's
- Any Quantity Books Used
- Item Quantity Report (printed after the last approved progress estimate)
- Contract Status Report (printed after the last approved progress estimate)
- Contract Modifications, if any (Supplemental Agreements, Allotment Request, etc.)

- Change Order Report for Each Change Order, including any that may be in Draft.
- (The Area Manager shall submit and organize the records to allow for a comparison of Lot Totals, DOT 159 Totals, and Pay Item Totals compared to the Item Quantity Report. The intent is to provide the documentation in a neat and organized manner so the District Construction Office can review the asphalt items of Work as quick as possible.)
- MC Quarterly and Final Checklist
- Payroll Review Forms
- Labor Interviews
- DBE Reports, Including Final DBE Report and, if any, Shortfall Documentation
- Training Program Documentation
- Contractor Performance Reports
- Pavement Smoothness Test Results
- Pit Releases (if Applicable)

The remaining Project records should follow.

District Construction

The District Construction Office will perform an audit of the above referenced documentation and Project files to ensure measurement and payment is correct and done in accordance with the Specifications. The District Construction Office will ensure that all applicable penalties are applied, and all Contract Modifications are executed and paid. The District Construction Office will ensure all MC Checklists are complete and have the Construction Manager and Area Manager Signature.

The District Construction Office will perform the following, as a minimum:

- Review the Contract Status Report to verify there are no overruns to the Project
- Using the Cost and Quantity Summary Report:
 - ❖ Compare DOT 159's, Asphalt Weight Ticket Summaries, and Item Quantity Report
 - ❖ Verify correct measurement and payment for each pay item
 - ❖ Verify, if applicable, correct measurement and payment was made for penalties
 - ❖ Review remaining items (milling, pavement marking, grading per mile, etc.) on the Item Quantity Report
 - ❖ Note any major overruns and verify the correct total quantity for item(s) with major overrun is correct
 - ❖ Items with Quantity Paid to Date amounts at or below the Final Quantity Amount (Bid Amount + Approved CO's) do not require any further review
- Ensure all Contract Modifications, if any, are executed, and Change Order(s) Approved
 - ❖ Verify correct measurement and payment is made for items added by Contract modification

- ❖ Provide an explanation for any unused Contract modifications.
- Ensure there are an adequate number of payroll review forms and that they are signed and dated by the Construction Manager
- Ensure there are an adequate number of Labor Interviews on file, signed and date by the Construction Manager
- Ensure there was adequate "follow-up" documentation to any issues found
- Ensure there are an adequate number of DBE Reports and that they are signed and dated by the Construction Manager
- Ensure there is a Final DBE Report and that it is signed and dated by the Construction Manager
- Ensure any DBE shortfalls are addressed and approved by the Equal Employment Opportunity Office – General Office
- If Applicable, ensure the Training Program was completed as per Contract requirements. If the Training Program was not completed, ensure the Equal Employment Opportunity Office – General Office has explanation documentation on file.
- Ensure there are an adequate number of Contractor Performance reports on file as required by the Construction Manual and they are signed and dated.
- Verify Pavement Smoothness Reports and Pit Releases, if any, are on file.

All findings made by the District Construction Office during the audit process will be documented on the Final Audit exception report. The District Construction Office has 30 calendar Days to address and correct the exceptions. If there are no exceptions found, the District Construction Manager will forward the Final Audit Report to the District Administrator for their review and signature and date. The Date of the District Administrator's signature will be the date the Final Audit is certified with no exceptions and will be the date of the MR.

Semifinal and Final Audit, General Guidelines

Prior to Requesting a Semifinal Audit (All Projects) and before the Final Inspection, the Construction Manager and Area Manager will complete the Semi-Final Worksheet to the best of their ability and make note of all unresolved issues.

- View the Installed Work Report
- Verify ALL DWR's are approved
- Review Quantities to Be Paid, Funds Available
- Report will show all quantities not included in an estimate
- The Report will show all unapproved DWR's
- All DWR's should be approved

Note: Prior to approving DWR 's listed on the Installed Work Report, the Construction Manager should review quantities to ensure measurement and payment is not duplicated for item (s) of Work . It is acceptable to

have items of Work on the Installed Work Report as long as the proper measurement and payment is made through other DWR's.

- Verify/Close Checklist Event Dates (If used)

Note: The State Construction Office recommends not using this feature in SiteManager/AWP. Any un-used or open Dates are deleted prior to the State Construction Office generating the Final Estimate.

- Enter/Verify Milestone Dates
- Make Sure All Active Milestone Dates (Those with a Begin Date Entered) are closed with an End Date Entered

Note: It is acceptable to have Milestones that have not been activated

- Enter/Verify Key and Critical Dates
- Closeout ALL Stockpile Materials

All Stockpile Balances Should be Zero. Any Remaining Stockpile at Closeout will be balanced on the Next Estimate. It is recommended that All Stockpile Balances be Zero prior to the Final Inspection.

Generate an Estimate to identify any Materials and/or Testing Discrepancies. Once the Discrepancies are resolved, the Construction Manager should delete the Estimate and Generate another Estimate to ensure there are no other Materials and/or Testing Discrepancies. If there are no Materials and/or Testing Discrepancies, the Construction Manager should delete the Estimate. Once the Semi-Final Audit is Complete, be sure to incorporate audit findings in the next estimate and submit, if necessary. All payments should be made to the Contractor prior to requesting a Final Audit. Any generated/pending estimates should be approved for payment, regardless of the amount owed. There should be NO pending Estimates prior to requesting a Final Audit. Print the Unpaid Installed Quantity Summary Report to identify any un-approved DWR's.

Ready for Final Audit

A Final Audit is performed on all Projects within 30 Calendar Days of the Final Inspection.

Final Estimate Request Package to General Office

Once Final Audit is Complete, address and resolve audit exceptions (if any). If any payment needs to be made, generate and approve a progress estimate regardless of amount and date. If negative payment needs to be resolved, funds may be required from the Contractor prior to generating a progress estimate. Verify All Key, Critical, and Milestone Dates are entered into SiteManager/AWP and that the Dates are Correct. Verify all Change Orders in SM/AWP are correct and match the Hard Copy of the Modifications. There can be no change orders with draft or pending status. Change Orders can only be approved or denied. Any Change Orders that were created but not used (and not approved) should be returned to "Draft" status by the user who created the Change Order Header. Once Final Acceptance is granted, the District will send the Contractor a Copy of the Audited Item Quantity Report and Contract Status Report. This will serve as the Final Statement as required by Section 109.08 of the Specifications.

Once the Contractor has accepted the quantities (or the allowable 35 days* has expired) and Final Acceptance has been granted, submit the Final Estimate Request Package to the State Construction Office. The Final Estimate Request Package should be scanned and emailed to the Assistant State Construction Administrator and should include the Audited Item Quantity Report and Audited Contract Status Report along with the relevant "Final" documents including Final Package Checklist, Final Acceptance Letter, Final DBE Documentation, including any Shortfall Letters, any approved waivers of liquidated damages, Pit Release, Final Exception Report, and any other relevant documents to the State Construction Office. This will be the "Physical Work Complete Date" in SM under Contract Critical Dates. The District Construction Office should enter the Physical Work Complete Date in SM the day the Final Records are sent to the State Construction Office. To ensure the timely close-out of all Projects, the DCM will maintain the Projects Pending Final Payment (PPFP) report and note the status of each Project. If for any reason a Project has accrued 180 days from the date of Substantial Work Complete (Time Stop) and has not satisfied the Physical Work Complete Date requirements the District will need to follow-up with a detailed explanation on the PPFP report. The CL will review the PPFP report on a monthly basis and assist, where possible, to ensure timely close-out of all Projects.

The State Construction Office will review the Final Estimate Request Package in accordance with the guidelines set forth in this document. Once the determination has been made the Request for Final Estimate is accurate and Contract measurement and payment has been made in accordance with the Specifications and proper funds paid to the Contractor, the "Contract Items Complete Date" will be populated in SiteManager/AWP and the Final Estimate generated in SiteManager/AWP. The "Contract Items Complete Date" will be the date the Final Estimate is generated. The Final Estimate will be a \$0 Estimate. The Final Estimate will be generated by the Contract Payment Specialist in the Office of Construction. There will be two approvers for the Final \$0 Estimate in the State Construction Office. The first approver will be Contract Payment Specialist. The second, and final, approver will be the Assistant State Construction Administrator. The Final \$0 Estimate includes a copy of the Audited Item Quantity Report and current Contract Status Report. These will be forwarded to the Chief Engineer for Signature. A copy of the Final Estimate along with the Final Estimate Request Package will be sent to the District. Once signed by the Chief Engineer, the State Construction Office will send the Final Estimate to the Office of General Accounting, Contracts Payable. The State Construction Office will enter the "Final Est to Gen Acct" Date in SiteManager/AWP under Key Dates. The Contracts Payable Section will send the Final Documents to the Contractor along with the Standard Release Form/45 Day* Letter. The State Construction Office will populate the "Final Release Letter to Contractor" Date in SiteManager/AWP under Key Dates.

The Contractor has 45 days* to execute the Standard Release Form. Once the State Construction Office has received a copy of the Executed Standard Release Form, the State Construction Office will enter the "Contractor Final Release Date" in SiteManager/AWP under Critical Dates and the Contract in SiteManager/AWP will be changed from "Active" to "Complete".

This action and date will be noted on the copy of the Final Release. The Final Release will then be forwarded to the District Contracts Manager for their action and documentation.

***Applicable for Projects Let on or after January 2016. Projects Let Prior to January 2016 will follow the 20 day/120 day requirements.**

Final Estimate Request Process

(For General Office Use Only)

Item	Path
	SiteManager/AWP User Role: Contract Payment Specialist
Log Contract into SiteManager/AWP Close Out Spreadsheet	
If Applicable, scan and email Final DBE Documentation to EEO Office (GO)	
Check Substantial Work Complete Date (Time Charges Stop), Check Work Begin Date	Contract Administration/Contract Records/Contract/Open/Critical Dates Tab
Check Original Completion Date v. Adjusted Completion Date v. Completion Date in the Contract and Contract Amendments, if any	Critical Dates Tab in Contract If the Original and Adjusted Completion Dates differ, a Change Order has been done in SiteManager/AWP.
Check Physical Work Complete Date (This is the Day the District Office Forwards the Request for Final Estimate to the GO)	Critical Dates Tab in Contract "Date Final to GO" on DOT 733 Form (Final Package Form)
Check Accepted Date	Critical Dates Tab in Contract
Check Key Dates Populated v. Final Estimate Request Documents	Critical Dates Tab in Contract Contract Administration/Contract Records/Key Dates/Open Ensure Key Date "Contractor's Acceptance of Quantity" is populated. This will be the date the Contractor accepts the quantity or the 20 day expiration date.
Enter the "Final Est Req Recd at GO" Date	Key Dates For Some Contracts, this may need to be created as a new date prior to entering. Ensure all Key Dates entered have the "Required to Finalize" button checked.
Check Milestones for Closure	Contract Administration/Contract Records/Milestones/Open If Milestone was never activated, no Work Start date entered, consider Milestone Closed. Activated Milestones should all have an Actual Completion Date Entered.
Check Milestone Original Completion v. Current Completion v. Actual Completion	Contract Administration/Contract Records/Milestones If Actual Completion occurred after Current Completion, there should be Disincentives (Liquidated Damages) assessed; Revisions to Intermediate Sites (Milestone) by Supplemental Agreement should be verified in the Milestone Function of SiteManager/AWP and by review of Change Order Report. Change Orders/Reports/Change Order Report
Check for any assessed Liquidated Damages (Disincentives) and Contract Adjustments	Contractor Payments/Contract Adjustments/Liquidated Damages Contractor Payments/Contract Adjustments/Contract Adjustments
Check Status of all Change Orders	Change Orders/Change Order Maintenance/Tracking
Check Executed Contract Modifications applied in SiteManager/AWP as a Change Order	Change Orders/Change Order Maintenance/Tracking Change Orders/Reports/Change Order Report There should be a Change Order in SiteManager/AWP for every executed Contract Modification (SA, AR, EA, etc.). If there is a large number of Change Orders, it may be beneficial to print the Change Order Reports. Any pending or draft Change Order not used should be changed to the "DENIED" status. Ensure ALL Change Orders done at the Project/Area level have a quantity of zero. These are typically for Specification Items such as price reductions for temporary asphalt. If a Change Order of this type has been approved with a quantity, a Change Order may need to be done to remove the quantity from the item. Consult with the Assistant State Construction Administrator for guidance.
Check Bid Amount v. Current Contract Amount v. Executed Contract Amount v. Executed Contract Amendments, if any	Contract Administration/Contract Records/Contract/Open In Contract, Open Description Tab and Payment Data Tab

Print Contract Status Reports (3 – Copies)	Contract Administration/Reports/Contract Status/Select “Generate Report by Contract”/Select Contract
Using the Contract Status Report, Check Current Contract Amount and Available Funds v. PO Amounts in PeopleSoft (PS)	PS – Project Balance Portal Total Allotment Amount, PS v. Current Contract Amount, SM Total Earned Amount, PS v. Installed Amount, SM Ensure Change Orders are shown on PO Documents. The Amounts should match up May need to drill down to each PO to see amounts in PS If these do not match up, review the PO documents to ensure each estimate in SiteManager/AWP was paid. Advise Assist St Constr Eng of any inconsistencies or instances of non-payment of an estimate.
If the Last Approved Estimate is a Zero Dollar Estimate, Print Estimate, Label it “Progress”, and include in the Final Estimate Package to The Office of General Accounting, Contracts Payable.	Contractor Payments/Estimate/Estimate Summary or Estimate Tracking Contractor Payments/Reports/Summary by Project If there is a P ending \$0 Progress Estimate: If the Estimate has not been approved at the Second Tier (Area Manager), the Contract Payment Specialist should delete the Estimate as a Construction Project Engineer user. If the Estimate has been approved at the Second Tier (Area Manager), the Contract Payment Specialist should reject the Estimate, log out and log back in as a Construction Project Engineer and delete the Estimate. If there is an Approved \$0 Progress Estimate, print three copies, write or stamp “Progress” on the Estimate and include the three copies in the Final Estimate Package.
Check Stockpiles are Closed	Contract Administration/Contract Records/Stockpiled Materials/Open
Check List Events are Closed. If this is not used, Delete the Checklist Scheduled Events.	Contract Administration/Contract Records/Checklist Scheduled Events
Turn Off Discrepancy Triggers	Contractor Payment/Reference Tables/Contract Discrepancy Options/Select Contract Un-Check ALL but the “Milestone Completion Date Missed” triggers
Set Approval Levels for the Final Estimate (see Below).	Contractor Payment/Reference Tables/Contractor Payment Approval Levels/Estimate Type/Final

Approval Levels for Final Estimate

Title	Contract Pay Specialist
SM User Role	Contract Payment Specialist
Title	Contract and Payment Manager
SM User Role	Construction Office Engineer

Populate the “Contract Items Complete Date” under Critical Dates (Enter this Date Prior to Generating the Final Estimate).	Contract Administration/Contract Records/Contracts/Open This will be the Day the Final Estimate is generated.
Generate the Final Estimate	Contractor Payments/Estimate/Generate Estimate/Select Final Estimate
If Final Estimate is \$0, Check for Discrepancies	Contractor Payments/Estimate/Estimate Discrepancies/Select Contract and Estimate/Open Estimate Contractor Payments/Estimate/Estimate Summary/Select Contract and Estimate/Open Estimate
If the Final Estimate is not \$0, Determine Why Payment is being made to the Contractor. If they are legitimate, Delete the Final Estimate, generate and approve a Progress Estimate, and Submit for Payment.	Contractor Payments/Estimate/Estimate Summary Notify Assist St Constr Adm Check for Liquidated Damages, Contract Adjustments/Payments
If the Final Estimate is \$0, and there are Discrepancies, Delete the Final Estimate and Resolve Discrepancies.	Contractor Payments/Estimate/Estimate Summary Contractor Payments/Estimate/Estimate Discrepancy Notify Assist St Constr Adm
If the Final Estimate is \$0 and has no Discrepancies, Approve.	Contractor Payments/Estimate/Estimate Summary Contractor Payments/Estimate/Estimate Discrepancy
Print Approved Final Estimate.	Contractor Payments/Reports/Summary by Project
Assemble Final Estimate Package Documents (see Below).	

Final Estimate Package Documents

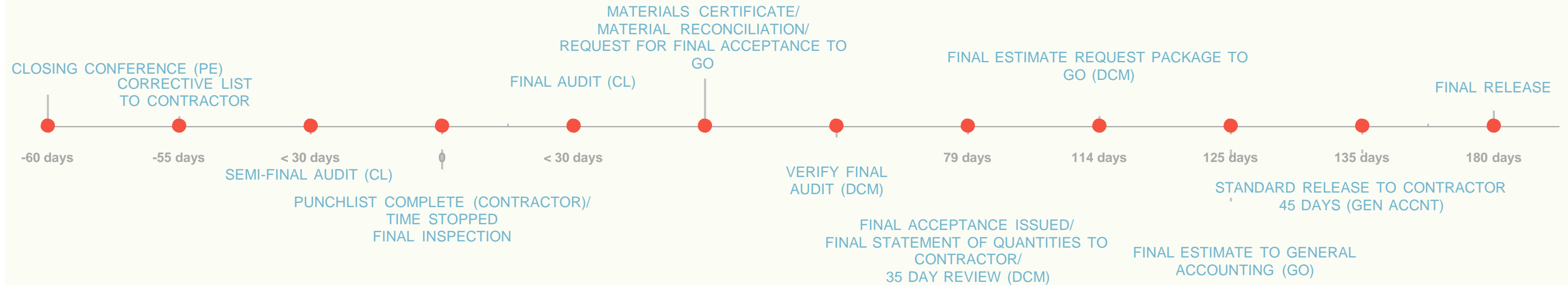
Document	No of Copies
Final Voucher Submittal Cover Sheet	1
Final Estimates Stamp "FINAL" on Estimates	4 4 th Copy goes to District Contracts Manager with Final Estimate Request Package
Contract Status Report	3
Audited Item Quantity Report (Copy)	3
If Last Approved Progress Estimate was \$0, please include in the Package Write "PROGRESS" on Estimates	3

Submit Final Estimate Documents to Assist St Constr Adm for Review and Approval; Including Final Estimate Request Package	Assistant State Construction Adm will log into SiteManager/AWP as "Construction Office Engineer" to Approve and will also update Office Records Assistant State Construction Adm will perform a cursory review of the Final Estimate Request Package and Final Estimate Documents
Assist St Constr Adm will send a copy of the Final Estimate and the Final Estimate Request Package to the District Contracts Manager.	
Assist St Constr Adm will submit the Final Estimate Package to the Division Director for Construction to obtain Chief Engineer Signature.	When Chief Engineer signature is obtained, the Assist State Constr Adm will update Office Records and SM prior to submitting to General Accounting
Enter Date for "Final Est to Gen Acct" the Day the Package is Sent.	Contract Administration/Contract Records/Key Dates For Some Contracts, this may need to be created as a new date prior to entering. Update Office Records
When Copy of Release Letter Received, Update SiteManager/AWP Key Dates and Office Records.	Contract Administration/Contract Records/Key Dates Final Release Letter to Contractor Date in SiteManager/AWP
If the Contractor is a local Government (City, County, etc.), there will be no Final Release Executed. A Copy of the Final Estimate will be Sent back from General Accounting, Contracts Payable with Stamped indicating the PO is Closed. Change status of Contract in SiteManager/AWP from Active to Complete; Note on the Documents Received from Contracts Payable the Date the Status in SM was changed from Active to Pending and forward to the District Contracts Manager.	Contract Administration/Contract Records/Contracts/Critical Dates Tab/Contractor Final Release Date Update Office Records Contract Administration/Contract Records/Contracts/Description Tab/Status/Complete/Save
When Final Release is received, update SiteManager/AWP and Office Records	Contract Administration/Contract Records/Contracts/Critical Dates Tab/Contractor Final Release Date
Change the Status of the Contract in SiteManager/AWP from "Active" to "Complete"	Contract Administration/Contract Records/Contracts/Description Tab/Status/Complete/Save
Mark on the Final Release Documents from General Accounting, Contracts Payable "Status of Contract in SM changed from Active to Complete" and the Date the Status Change in SM; forward to District Contracts Manager	Excellent Work!!

Chapter 21 Supplements

Project Closeout

180 day timeline (all times relative to date of Completion Date)



POST CONSTRUCTION REVIEW FORM

In an effort to collect feedback (both positive and negative) on Construction Projects a Post Construction Review will be performed at the Project's Closing Conference. As part of the Project Review, it will be determined if a Post Construction Evaluation will be necessary.

***** Statements must include facts and information already incorporated into the contract documents and records. Do not include opinions or personal remarks. *****

PROJECT INFORMATION

PI #: _____

Description: _____

Original Contract Value (\$): _____

Current Revised Contract Value (\$): _____

Cost Overrun/Under (%): _____

Contract Completion Date: _____

Original Completion Date: _____

Revised Completion Date: _____

Time Overrun/Underrun (Days): _____

CONTACTS

District Construction Manager: _____

Construction Manager: _____

CEI Firm (If applicable): _____

Design Firm (In House/Consultant): _____

Lead Design Contact: _____

Contractor: _____

Contractor PM: _____

Major Project Issues

(Including, but not limited to cost overruns, design revisions, traffic impacts, environmental impacts, quantity estimates, completeness of the contract documents)

Project Positives

(Including, but not limited to construction methods, new products, quality of the contract documents, traffic conditions, constructability, maintainability, appearance, function)

POST CONSTRUCTION REVIEW FORM

Project Negatives

(Including, but not limited to construction methods, new products, quality of the contract documents, traffic conditions, constructability, maintainability, appearance, function)

Suggestions for Improvement

Submitted By: _____

Construction Manager

Date: _____

Reviewed By: _____

District Construction Manager

Date: _____

(To be filled by State Construction Liaison):

Reviewed By: _____

Date: _____

Post Construction Evaluation: _____ Recommended _____ Not Recommended

CHAPTER TWENTY-TWO – CLAIMS FOR ADJUSTMENTS AND DISPUTES

In accordance with the Contract at Specification 105.13, CLAIMS FOR ADJUSTMENTS AND DISPUTES, whenever the Contractor believes that it is or will be entitled to additional compensation, whether due to delay, extra work, breach of contract, or other causes, the Contractor is instructed to follow the procedures set forth in Specification 105.13.

In cases where the Contractor is requesting additional compensation for extended overhead in conjunction with a time extension, the Contractor should be directed to Specification 105.13. In any case in which the Contractor believes that it will be entitled to additional compensation, the Contractor shall notify the Engineer in writing of its intent to claim such additional compensation. Such notice shall be given in order that the Department can assess the situation, make an initial determination as to who is responsible, and institute appropriate changes or procedures to resolve the matter.

When a Contractor gives such notice as stated above to the Department, this is known as a NOTICE OF POTENTIAL CLAIM (NOPC). A filing of a NOPC by a Contractor should not be taken personally or viewed as an attack on the Department. It is a part of doing business and it does not mean that the CM or the Department did anything wrong in the managing of the contract. Nor does it mean that the contractor is choosing to be uncooperative or begrudging. The claims process is just another tool in the Contract toolbox that may be used to settle contractual disputes. It gives the Department a “heads up” that more attention needs to be focused on a situation and it allows the Department the opportunity to ensure that proper documentation is obtained. With this documentation, the Department can properly determine if there is an actual contract issue to dispute, and the specifications provide the appropriate avenues on how to address the issue. When there is an issue, the documentation provides the Department what is needed to remedy the situation. The NOPC allows both parties the opportunity to gather information to be able to resolve contractual issues in an efficient manner.

The following procedures will apply when a Contractor gives a NOPC:

- On all projects when the Contractor notifies the Area Manager or Construction Manager of its intent to file a claim, referred to as a Notice of Potential Claim (NOPC), (it could be a notice of delay claim or claim for additional compensation), a copy of the notice will be sent immediately via e-mail from the Construction Manager or Area Manager to the District Administrator, Director of Construction, State Construction Engineer, State Construction Liaison, District Construction Manager, and Construction Claims Assistant Administrator.
- The Area Manager will ensure that the proper record keeping procedures have been implemented by the Construction Manager as outlined in Specification 105.13.
- The Coordinator for NOPC will be the District Construction Manager.
- Note: If there is uncertainty on the part of the Construction Manager or Area Manager on the validity of whether the document meets the criteria of a NOPC, the Construction Manager or Area Manager shall contact the Claims Office

immediately to get clarification and guidance.

- In all cases when a NOPC is received by Construction Claims, the Construction Claims Assistant Administrator will assign a Construction Claims Specialist (CCS) to draft the Department's Initial Response Letter to the Contractor on behalf of the Area Manager to the NOPC, work with the Area Manager and the Construction Manager in reviewing the issues surrounding the NOPC and monitor claims documentation and efforts to mitigate or eliminate the cause of the claim.
- The CCS will assist the Area Manager and Construction Manager with all responses to the Contractor's NOPC to ensure that the Department's responses are contractual, factual, and timely. All related and future correspondences concerning the issues involved in the Contractor's NOPC will be forwarded to the CCS for review and further action.
- The CCS will on a weekly basis, review the Department's daily records (Form DOT 731) and Contractor's records of all labor, materials, and equipment used on operations affected to ensure that the operations affected are being properly documented as provided for in Specification 105.13.
- CCS will recommend to State Construction Engineer and District Construction Manager action to be taken by the Department to resolve or mitigate the issues creating the NOPC and will monitor progress toward implementation once approved by the appropriate individuals.

If the Contractor continues to believe that it is still entitled to additional compensation, the Contractor shall follow the procedures in Specification 105.13. The Contractor shall contact the District Administrator, in writing, requesting a Certificate of Claim Form, and submit it along with six (6) copies of their Certified Claim for action by the Department. The Contractor will indicate in its correspondence the project number on which it intends to file the claim. A Certificate of Claim Form is not needed at the time the Contractor provides its NOPC to the Area Manager or Construction Manager. The Certificate of Claim Form is only needed at the time the Contractor is prepared to submit its certified claim.

After a NOPC has been filed, the obvious goal is to come to a formal resolution between the Contractor and the Department as soon as practical as to not delay the process of closing-out the project.

A resolution may present itself in many forms. If the Contractor filed an NOPC and:

- It is agreed that he was never impacted, the Contractor shall provide documentation rescinding the NOPC.
- The disputed work is complete or if said 'delay' is no longer delaying the work, if a supplemental agreement can be easily reached, you are encouraged to do so.
- The disputed work is complete or if said 'delay' is no longer delaying the work, if a supplemental agreement cannot be easily reached OR if the Department disagrees with the Contractor's position when he filed the NOPC, the Contractor should seek to Certify his Claim (as specified in Specification 105.13.C and D) as soon as possible. If after a review of the certified Claim has been made, the Contractor and the Department cannot come to an agreement, the provisions

of Specification 105.13 E, F, and G shall be followed.

NOTE: All NOPCs will have to be settled prior to project close-out, whether it be by the Contractor rescinding the NOPC, by both parties reaching a mutually beneficial supplemental agreement, or by working through the Certified Claim process.

CHAPTER TWENTY-THREE – INTERMODAL – AIRPORT PROJECTS

Overview

The Aviation Program section of the Intermodal Office of the Georgia Department of Transportation is authorized by the Official Code of Georgia Annotated to plan for and establish a long-term policy regarding the establishment, development, and maintenance of airports and aviation facilities in the State of Georgia. The Aviation Program Office administers two funding programs for airport projects:

- The Federal Aviation Administration's (FAA) Airport Improvement Program (AIP) under the State Block Grant Program (SBGP), and
- The Georgia Airport Aid Program (GAAP).

The Department was designated by the FAA as a SBGP participant in 2008 to receive and administer federal funds for publicly owned general aviation airports. The Area Manager or Designee shall be provided with an electronic or hard copy of the approved plans and specifications for the Project and a copy of the executed Contract including a copy of the Notice to Proceed. The Area Manager or their Designee shall attend the Preconstruction Conference. The Preconstruction Conference will be conducted by the Airport Sponsor and/or their Consultant Engineer.

A representative from the Aviation Program Office will also attend the Preconstruction Conference and shall provide the Area Manager a Pay Request spreadsheet and a Monthly Work Report/Reimbursement Request form. This Spreadsheet provides a summary of all Contract pay items and will be used to make monthly payments in lieu of SiteManager/AWP. The Aviation Program Office will also send a copy of the executed Contract with the Notice to Proceed to the Office of Materials and Testing (OMAT) Materials Audit Section for the purpose of creating a Materials Certificate Checklist for the Project.

CONSTRUCTION

The Area Manager (or their Designee) shall perform periodic inspections throughout the life of the Project. The Area Manager will verify work performed and submit Monthly Work Report/Reimbursement Request Form to the Aviation Project Manager within five (5) business days of receipt of pay request but not later than the 10th of each month. Pay Requests can be sent via email to the Aviation Project Manager. The Aviation Project Manager will provide his/her email address to the Area Manager. Pay Requests can also be mailed to:

Georgia Department of Transportation – Aviation Programs
600 West Peachtree Street, NW
Atlanta, GA 30308

Each Pay Request shall be sequentially numbered, and the Final Pay Request should include the word "Final" after the sequential number. Upon receipt of the Pay Request from the Area Manager, the Aviation Program Office will process the

payment.

Final Inspection and Acceptance

The Area Engineer (or Designee) is required to attend the Final Inspection to determine the Project has been completed in conformance with the Plans and Specifications. The Final Inspection will be scheduled and performed by the Local Government/Sponsor.

The Aviation Project Manager will also attend the Final Inspection. The Local Government/Sponsor must provide a completed Sponsor's Certification of Final Acceptance. The Local Government/Sponsor shall furnish a Materials Certification Statement for materials incorporated into the Work and not tested by the Department.

The Area Manager will request a Materials Reconciliation (MR) from the Contract Liaison provided the project is not identified by the FHWA as a Project of Division Interest (PoDI). If the Project is identified by the FHWA as a PoDI, a Material Certificate (MC) will be issued by the Office of Materials and Testing. The Area Manager should coordinate accordingly. The Area Manager will submit a Final Invoice, executed Sponsor's Certification of Final Acceptance, GDOT Material Certification and documentation, and all project records (excluding those maintained by the Sponsor) to the District Construction Office.

The District will request Final Acceptance from the Aviation Program Manager, or Designated Representative. The request for Final Acceptance must have the GDOT Materials Certificate and the Executed Sponsor's Certification of Final Acceptance attached.

The District Administrator (may be delegated to the District Construction Manager) will make Final Acceptance

After Final Acceptance is given, all Project records (excluding those maintained by the Sponsor) will be maintained at the District for a period of seven years for State funded projects and twenty years for Federal funded projects'

SUPPLEMENTAL AGREEMENTS

Typically, the Sponsor is notified by the Contractor, Engineering Consultant, GDOT Area Manager, or GDOT Aviation Project Manager that a particular construction problem necessitates a change to the original construction Contract. The Aviation Project Manager will be responsible for developing the Supplemental Agreement.

All parties involved in the Project (Sponsor, Engineering Consultant, GDOT Aviation Program Office, GDOT Area Manager, and Contractor) are informed of the problem and proposed changes to the original Contract. All parties agree to the proposed modification and additional costs. New work items, quantities, and specifications are developed as part of the Supplemental Agreement process and, when executed, are incorporated into the original scope of work. The Sponsor will distribute copies of all Supplemental Agreements to the Contractor, GDOT Area Manager, and the Aviation Project Manager.

The Area Manager along with the Aviation Project Manager accumulates all of the project changes provided by the Sponsor.

Supplemental Agreement information will be sent to the Aviation Assistant Program Manager for review and further handling. The Aviation Assistant Program Manager will submit the Supplemental Agreement electronically in the Department's Contract Authorization Tracking System (CATS). In CATS, the Sponsor, Treasurer, and Commissioner will apply their electronic signature via DocuSign.

Once executed, the Aviation Program Office will issue a Notice to Proceed to the Sponsor for the added work. The executed Agreement and Notice to Proceed will be distributed to the District Administrator, Area Manager, and Sponsor.

Chapter Twenty-Three Supplement

MONTHLY WORK REPORT/REIMBURSEMENT REQUEST

DATE: _____ **REPORT/REQUEST#:** _____

Send To: _____ Georgia Department of Transportation _____

Project Manager:

Office Of: _____ Intermodal-Aviation Programs _____

Address: _____ 600 W Peachtree St NW-6th Floor _____

City/State/Zip: _____ Atlanta, GA 30308 _____

PROJECT LOCATION: _____

PI NUMBER: _____

PROJECT NUMBER: _____

CONTRACT AMOUNT: _____

PROFESSIONAL SERVICES RENDERED DURING PERIOD:

From Date: _____ **To Date:** _____

PAYMENT AMOUNT REQUESTED: _____

MAKE PAYMENT TO: _____

Address: _____

City/State/Zip: _____

As the Sponsor I certify the following documents have been reviewed and are attached in order to process

payment. Certified Payrolls Monthly DBE Report

Invoices/Contractor Pay Apps Wage Rate Interviews

Weekly Inspection Logs/Reports Testing Results (if applicable)

Sponsor Certification of Final Acceptance (if final pay request)

APPROVED BY: _____

Sponsor Signature

NAME: _____ **TITLE:** _____

For Department Use Only

Date: _____

As Aviation Project Manager, I have reviewed submitted documentation and recommend payment.

Signature: _____ **Print Name:** _____